



भारत का राजपत्र

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No. 32] NEW DELHI, AUGUST 1—AUGUST 7, 2004, SATURDAY/SRAVANA 10—SRAVANA 16, 1926

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालयों को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्यिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्यिक और प्रशिक्षण-विभाग)

नई दिल्ली, 23 जुलाई, 2004

S.O. 1889.—केन्द्रीय सरकार, एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री पी. के. चौबे, अधिवक्ता, को एंटी हाइजैकिंग एक्ट, 1982 के अधीन नामोदिस्त न्यायालय (Designated Court) पटियाला, पंजाब में मामला सं. आर. सी. 1 (एस)/2000/एस आई सी-IV/नई दिल्ली तथा अग्रीलीय अथवा पुनरीक्षण न्यायालय में अग्रीलों, पुनरीक्षणों और किसी अन्य न्यायालय में उनसे संबंधित अथवा आनुपर्याक किसी अन्य विषय का संचालन करने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/17/2004-प. वी.डी.-II]

भास्कर खुल्बे, निदेशक

MINISTRY OF PERSONNEL, PUBLIC
GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 23rd July, 2004

S.O. 1889.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Sh. P. K. Chabre, Advocate as Special Public Prosecutor for conducting prosecution in case No. RC-1(S)/2000/SIC-IV/Delhi (Hijacking case) instituted by the Delhi Special Police Establishment (CBI) before the Judge, Designated under the Anti-Hijacking Act, 1982 at Patiala (Punjab) and appellate/revisional Courts or any other matters arising out of the case.

[No. 225/17/2004-AVD-II]

BHASKAR KHULBE, Director

नई दिल्ली, 27 जुलाई, 2004

का. आ. 1890.—केन्द्रीय सरकार, एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री उमा शंकर शर्मा, अधिवक्ता को केन्द्रीय अन्वेषण ब्यूरो के निदेशक द्वारा सौंपे गए और दिल्ली विशेष पुलिस स्थापना (सी. बी. आई.) द्वारा दिल्ली के न्यायालयों में और इसके साथ-साथ झारखण्ड और विहार राज्य के विचारण न्यायालयों में शुरू किए गए मामलों के संचालन के लिए तथा विधि द्वारा स्थापित अपीलीय अथवा पुनरीक्षण न्यायालय में इन मामलों से उद्भूत अपीलों/पुनरीक्षणों और अन्य मामलों का संचालन करने के लिए विशेष लोक अधियोजक के रूप में नियुक्त करती है।

[संख्या-225/31/2004-ए.वी.डी.-II(i)]

भाष्कर खुल्बे, निदेशक

New Delhi, the 27th July, 2004

S.O. 1890.—In exercise of the powers conferred by the sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Oma Shankar Sharma, Advocate as Special Public Prosecutor for conducting the prosecution of cases instituted by Delhi Special Police Establishment (CBI) in the courts of Delhi as well as States of Jharkhand and Bihar as entrusted to him by the Director, Central Bureau of Investigation in the trial Courts and appeals/revisions or other matters arising out of these cases in revisional or appellate courts established by law.

[No. 225/31/2004-AVD-II(i)]

BHASKAR KHULBE, Director

नई दिल्ली, 27 जुलाई, 2004

का. आ. 1891.—केन्द्रीय सरकार, एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिल्ली के अधिवक्ता श्री के. सरीन को केन्द्रीय अन्वेषण ब्यूरो के निदेशक द्वारा सौंपे गए और दिल्ली विशेष पुलिस स्थापना (सी. बी. आई.) द्वारा राष्ट्रीय राजधानी क्षेत्र दिल्ली के विचारण न्यायालयों में शुरू किए गए मामलों में तथा विधि द्वारा स्थापित अपीलीय अथवा पुनरीक्षण न्यायालय में इन मामलों से उद्भूत अपीलों/पुनरीक्षणों अथवा अन्य मामलों का संचालन करने के लिए विशेष लोक अधियोजक के रूप में नियुक्त करती है।

[संख्या-225/31/2004-ए.वी.डी.-II(ii)]

भाष्कर खुल्बे, निदेशक

New Delhi, the 27th July, 2004

S.O. 1891.—In exercise of the powers conferred by the sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri K. K. Saeen, Advocate

as Special Public Prosecutor for conducting the prosecution of cases instituted by Delhi Special Police Establishment (CBI) in the National Capital Territory of Delhi as entrusted to him by the Director, Central Bureau of Investigation in the trial courts and revisions or appellate or other matters arising out of these cases in revisional or appellate courts established by law.

[No. 225/31/2004-AVD-II(ii)]

BHASKAR KHULBE, Director

केन्द्रीय उत्पाद शुल्क एवं सीमा शुल्क आयुक्त का कार्यालय

नागपुर, 14 जुलाई, 2004

सं. 03/2004

का. आ. 1892.—श्री एफ. एस. येन, अधीक्षक, समूह 'ख' केन्द्रीय उत्पाद शुल्क एवं सीमा शुल्क आयुक्तालय, नागपुर ऐच्छिक सेवानिवृत्ति पर दिनांक 01-07-2004 को पूर्वान्ह में शासकीय सेवा से निवृत्त हुए।

[फा. सं. II(7)4/97/स्था.-I]

आर. के विग, अपर आयुक्त (कार्मिक एवं सतर्कता)

OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE & CUSTOMS

Nagpur, the 14th July, 2004

No. 03/2004

S.O. 1892.—Shri F. S. Yen, Superintendent, Group 'B' Central Excise & Customs Commissionerate, Nagpur has retired voluntarily from Government Service in the forenoon of 1st July, 2004.

[C. No. II(7)4/97/Estd. I]

R. K. VIG, Additional Commissioner (P & V)

वित्त मंत्रालय

(व्यय विभाग)

नई दिल्ली, 22 जुलाई, 2004

का. आ. 1893.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग कर नीचे की सारणी के स्तंभ (1) में उल्लिखित अधिकारी को, जो सरकार का एक राजपत्रित अधिकारी है, उक्त अधिनियम के प्रयोजन के लिए संपदा अधिकारी नियुक्त करती है, जो उक्त सारणी के स्तंभ (2) में तत्स्थानी प्रविष्टि में विनिर्दिष्ट सरकारी स्थानों की बाबत अपनी-अपनी अधिकारिता की स्थानीय परिसीमाओं के भीतर उक्त अधिनियम द्वारा या उसके अधीन संपदा अधिकारी को प्रदत्त शक्तियों का प्रयोग और उस पर अधिरोपित कर्तव्यों का पालन करेगा।

सारणी		(1)	(2)
अधिकारी का पदनाम		सरकारी स्थानों के प्रबंग और अधिकारिता की स्थानीय परिसीमाएं	
(1)	(2)		
वरिष्ठ उप-महालेखाकार या उस दशा में जहाँ ऐसा कोई वरिष्ठ उप-महालेखाकार नियुक्त नहीं किया गया है, वहाँ उप-महालेखाकार (प्रशासन)-I, कार्यालय प्रधान महालेखाकार (लेखा परीक्षा)-I, कर्नाटक, बैंगलौर, कार्यालय प्रधान महालेखाकार (लेखा परीक्षा)-I, तमिलनाडु एवं पांडिचेरी, चेन्नई तथा प्रधान प्रधान महालेखाकार (लेखा परीक्षा)-I, तमिलनाडु एवं पांडिचेरी, पांडिचेरी शाखा तथा कार्यालय प्रधान महालेखाकार (लेखा परीक्षा), केरल, तिरुवनन्तपुरम।	प्रधान महालेखाकार (लेखा परीक्षा)-I, कर्नाटक, बैंगलौर, प्रधान महालेखाकार (लेखा परीक्षा)-I, तमिलनाडु एवं पांडिचेरी, चेन्नई तथा प्रधान महालेखाकार (लेखा परीक्षा), केरल, तिरुवनन्तपुरम के प्रशासनिक नियंत्रण के अधीन परिसर।		
		General is so appointed, Deputy Accountant General (Administration), O/o The Principal Accountant General (Audit)-I, Karnataka, Tamilnadu & Bangalore; O/o The Principal Accountant General (Audit)-I Tamilnadu & Pondicherry, Chennai; O/o The Principal Accountant General (Audit)-I, Tamilnadu and Pondicherry, Pondicherry Branch and O/o The Principal Accountant General (Audit), Kerala, Thiruvananthapuram.	General (Audit)-I, Karnataka, Bangalore, Principal Accountant General (Audit)-I, Tamilnadu & Pondicherry, Chennai and Principal Accountant General (Audit), Kerala, Thiruvananthapuram.

[File No. A-11013/1/04-EG]
MAHENDRA KUMAR, Dy. Secy.

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 19 जुलाई, 2004

(आयकर)

का. आ. 1894.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा “तमिलनाडु टेनिस एसोसिएशन, चेन्नई” को वर्ष 2001-2002 से 2002-2003 तक के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उप खंड के प्रयोजनार्थ अनुमोदित करती है, अर्थात् :—

- (i) कर-निर्धारिती अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है;
- (ii) कर-निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर अथवा किसी अन्य वस्तु आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की

[फा. सं. ए-11013/1/04-ई.जी.]
महेन्द्र कुमार, उप-सचिव

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 22nd July, 2004

S.O. 1893.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officers mentioned in column (1) of the Table below, being a Gazetted Officer of the Government to be the Estate Officer for the purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed on Estate Officer by or under the said Act, within the local limits of his respective jurisdiction in respect of public premises specified in corresponding entry in column (2) of the said Table.

TABLE

Designation of the Officer	Categories of the public premises and local limits of Jurisdiction	(1)	(2)
Senior Deputy Accountant General or in case where no Senior Deputy Accountant	Premises under the Administrative Control of Principal Accountant		

- (iii) प्रांग के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;
- (iv) कर निर्धारिती आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आयकर प्राधिकारी के समक्ष दाखिल करेगा;
- (v) विवरण की स्थिति में इसकी अतिरिक्त राशियाँ और परिम्पत्तियां समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएंगी।

[अधिसूचना सं. 200/2004/फा. सं. 196/9/2003-आई.टी.ए.-1]

आई. पी. एस. बिन्द्रा, अवर सचिव

(Department of Revenue)

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 19th July, 2004

(INCOME TAX)

S.O. 1894.—In exercise of powers conferred by the clause (23) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "Tamil Nadu Tennis Association, Chennai" for the purpose of the said sub-clause for the assessment years 2001-2002 to 2002-2003 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established ;
- (ii) the assessee will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above other wise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business;
- (iv) the assessee will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act., 1961;

(v) that in the event of dissolution, its surplus and the assets will be given to a charitable organisation with similar objectives.

[Notification No. 200/2004/F.No. 196/9/2003-JTA-I]

I. P. S. BINDRA, Under Secy.

नई दिल्ली, 21 जुलाई, 2004

(आयकर)

का. आ. 1895.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उप-खण्ड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा "अमृतनाथ आश्रम कोलकाता" को वर्ष 2003-2004 से 2005-2006 तक के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उप खण्ड के प्रयोजनार्थ अनुमोदित करती है, अर्थात् :—

- (i) कर-निर्धारिती अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है;
- (ii) कर-निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर अथवा किसी अन्य वस्तु आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगा, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुस्तिकाएं नहीं रखी जाती हों;
- (iv) कर निर्धारिती आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आयकर प्राधिकारी के समक्ष दाखिल करेगा;
- (v) विवरण की स्थिति में इसकी अतिरिक्त राशियाँ और परिम्पत्तियां समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएंगी।

[अधिसूचना सं. 201/2004/फा. सं. 197/60/2004-आई.टी.ए.-1]

आई. पी. एस. बिन्द्रा, अवर सचिव

New Delhi, the 21st July, 2004

(INCOME TAX)

S.O. 1895.—In exercise of powers conferred by the sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961(43 of 1961), the Central Government hereby notifies the "Amrit Nath Ashram, Kolkata" for the purpose

of the said sub-clause for the assessment years 2003-2004 to 2005-2006 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms of modes specified in sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business;
- (iv) the assessee will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act., 1961;
- (v) that in the event of dissolution, its surplus and the assets will be given to a charitable organisation with similar objectives.

[Notification No. 201/2004/F.No. 197/60/2004-ITA-I]

I. P. S. BINDRA, Under Secy.

नई दिल्ली, 29 जुलाई, 2004

(आयकर)

का. आ. 1896.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 80 छ की उपधारा (2) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतदद्वारा “अनुकल भगवती टेम्पल ट्रस्ट, पो. बा. नं. 5805, अनुकल, निरुबनंतपुरम” को सम्मूर्ख केरल राज्य में एक प्रसिद्ध अथवा सार्वजनिक पूजा स्थल के रूप में उक्त धारा के प्रयोजनार्थ विनिर्दिष्ट करती है।

यह अधिसूचना 75 लाख रुपये (पचाहतर लाख रुपए मात्र) की सीमा तक अनुकल भगवती टेम्पल के चुकावालम, अनुकल भगवती टेम्पल, अनुकल, निरुबनंतपुरम के अन्दर मरम्मत/जीर्णोद्धार कार्य के लिए ही वैध होगी तथा उक्त धनराशि के संग्रहण कर लिए जाने तक अथवा 31-3-2007 तक, जो भी पहले हो, के बाद प्रभावी नहीं रहेगी।

[अधिसूचना सं. 205/2004/फा. सं. 176/07/2004-आयकर नि.-1]

देवी शरण सिंह, अवर सचिव

New Delhi, the 29th July, 2004

(INCOME TAX)

S.O. 1896.—In exercise of the powers conferred by the clause (b) of sub-section (2) of Section 80G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies the “Attukal Bhagavathy Temple Trust, P.B. No. 5805, Attukal, Thiruvananthapuram” to be a place of public worship or renown throughout the State of Kerala for the purpose of the said Section.

The notification will be valid only for the repair/renovation work inside the Chuttabalam of the Attukal Bhagavathy Temple, Attikal, Thiruvananthapuram to the extent of Rs. 75 lakhs (Rupees Seventy Five Lakhs only) and will cease to be effective after the said amount has been collected or 31-03-2007, whichever is earlier.

[Notification No. 205/2004/F.No. 176/07/2004-ITA-1]

DEVI SHARAN SINGH, Under Secy.

नई दिल्ली, 29 जुलाई, 2004

(आयकर)

का. आ. 1897.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतदद्वारा “एमेच्योर एथलैटिक फैडरेशन ऑफ इंडिया, नई दिल्ली” को वर्ष 1999-2000 से 2001-2002 तक के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उप खंड के प्रयोजनार्थ अनुमोदित करती है, अर्थात् :—

- (i) कर-निर्धारिती अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है;
- (ii) कर-निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर अथवा किसी अन्य वस्तु आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगा, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुस्तिकाएं नहीं रखी जाती हों;
- (iv) कर निर्धारिती आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आयकर प्राधिकारी के समक्ष दर्खाल करेगा;

(v) विवरण की स्थिति में इसकी अतिरिक्त राशियाँ और परिसम्पत्तियां समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएंगी।

[अधिसूचना सं. 206/2004/फा. सं. 196/6/2004-आई.टी.ए.-1]

आई. पी. एस. बिन्द्रा, अवर सचिव

New Delhi, the 29th July, 2004

(INCOME TAX)

S.O. 1897.—In exercise of powers conferred by the clause (23) of section 10 of the Income-tax Act, 1961(43 of 1961), the Central Government hereby notifies the "Amateur Athletic Federation of India, New Delhi" for the purpose of the said sub-clause for the assessment years 1999-2000 to 2001-2002 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established ;
- (ii) the assessee will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms of modes specified in sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business;
- (iv) the assessee will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act., 1961;
- (v) that in the event of dissolution, its surplus and the assets will be given to a charitable organisation with similar objectives.

[Notification No. 206/2004/F.No. 196/6/2004-ITA-I]

I. P. S. BINDRA, Under Secy.

विदेश मंत्रालय

(सी. पी. वी. प्रभाग)

नई दिल्ली, 14 जून, 2004

का. आ. 1898.—राजनयिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम 1948 (1948 का 41वां) की धारा 2 के खंड

(क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का राजदूतावास, मस्कत में श्री रमेश चन्द्र, सहायक को 14-06-2004 से सहायक कौंसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[सं. टी.-4330/01/2004]

उपेन्द्र सिंह रावत, अवर सचिव (कौंसलर)

MINISTRY OF EXTERNAL AFFAIRS

(C.P.V. Division)

New Delhi, the 14th June, 2004

S.O. 1898.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri Ramesh Chand, Assistant in the Embassy of India, Muscat to perform the duties of Assistant Consular Officer with effect from 14-06-2004.

[No. T. 4330/01/2004]

U. S. RAWAT, Under Secy. (Cons.)

नई दिल्ली, 28 जून, 2004

का. आ. 1899.—राजनयिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का राजदूतावास, बगदाद में श्री ए. एस. शेनोए, सहायक को 28-06-2004 से सहायक कौंसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[सं. टी.-4330/01/2004]

उपेन्द्र सिंह रावत, अवर सचिव (कौंसलर)

New Delhi, the 28th June, 2004

S.O. 1899.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri A.S. Shenoy, Assistant in the Embassy of India, Baghdad to perform the duties of Assistant Consular Officer with effect from 28-06-2004.

[No. T-4330/01/2004]

U.S. RAWAT, Under Secy. (Cons.)

नई दिल्ली, 2 जुलाई, 2004

का. आ. 1900.—राजनयिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम 1948 (1948 का 49वां) की धारा 2 के खंड (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का उच्चायोग, अकरा में श्री जगवन्त सोडी, सहायक को 02-07-2004 से सहायक कौंसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[सं. टी.-4330/01/2004]

उपेन्द्र सिंह रावत, अवर सचिव (कौंसलर)

New Delhi, the 2nd July, 2004

S.O. 1900.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri Jagwant Singh Sodhi, Assistant in the High Commission of India, Accra to perform the duties of Assistant Consular Officer with effect from 02-07-2004.

[No. T-4330/01/2004]

U.S. RAWAT, Under Secy. (Cons.)

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

(पी.एम.एस. अनुभाग)

नई दिल्ली, 21 जुलाई, 2004

का. आ. 1901.—दन्त चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार भारतीय दन्त चिकित्सा परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है; अर्थात्

उक्त अनुसूची के भाग-I में क्रम संख्या 19 और उससे संबंधित प्रविष्टियों के सामने निम्नलिखित प्रविष्टियां जोड़ी जाएंगी, नामतः

19. गुजरात	बैचलर ऑफ डेंटल सर्जरी	बी.डी.एस.
विश्वविद्यालय,	के.एम., शाह डेंटल कालेज,	गुजरात
अहमदाबाद,	बड़ौदा के बी.डी.एस. छारों के	विश्वविद्यालय,
गुजरात	संबंध में उक्त दन्त चिकित्सा	अहमदाबाद
	अर्हता मान्यताप्राप्त अर्हता	(गुजरात)
	होगी यदि यह 15-9-2003	
	को या उसके बाद प्रदान की	
	गई हो।	

[संख्या वी.-12017/16/99-पी.एम.एस. (खंड I)]

ए.के. सिंह, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

(P.M.S. Section)

New Delhi, the 21st July, 2004

S.O. 1901.—In exercise of the power conferred by sub-section (2) of the Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

In Part-I of the Schedule, against Serial Number 19, and the entries relating thereto, the following entries shall be added, namely :

19. Gujarat	Bachelor of Dental Surgery	BDS
University, Ahmedabad, Gujarat.	The following dental qualification shall be recognised qualification in respect of the BDS students of K.M. Shah, Dental College, Baroda, if granted on after 15-9-2003.	Gujarat University, Ahmedabad (Gujarat).

[F. No. V-12017/16/99-PMS (Vol. I)]
A.K. SINGH, Under Secy.

नई दिल्ली, 21 जुलाई, 2004

का. आ. 1902.—दन्त चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार भारतीय दन्त चिकित्सा परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है; अर्थात्

उक्त अनुसूची के भाग-I में क्रम संख्या 50 और उससे संबंधित प्रविष्टियों के सामने निम्नलिखित प्रविष्टियां जोड़ी जाएंगी, नामतः

50. हिमाचल	बैचलर ऑफ डेंटल सर्जरी	बी.डी.एस.
प्रदेश	भोजिया डेंटल कालेज एवं	हिमाचल प्रदेश
विश्वविद्यालय,	अस्पताल बुद्ध, तहसील-	विश्वविद्यालय
शिमला	नालागढ़, हिमाचल प्रदेश	
	के बी.डी.एस. छारों के	
	संबंध में उक्त दन्त चिकित्सा	संबंध में उक्त दन्त चिकित्सा
	अर्हता मान्यताप्राप्त अर्हता	अर्हता मान्यताप्राप्त अर्हता होगी
	होगी यदि यह 15-9-2003	यदि यह 16-1-2004 को या
	को या उसके बाद प्रदान की	उसके बाद प्रदान की गई हो।

[संख्या वी.-12017/15/98-पी.एम.एस.]
ए.के. सिंह, अवर सचिव

New Delhi, the 21st July, 2004

S.O. 1902.—In exercise of the power conferred by sub-section (2) of the Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

In Part-I of the Schedule, against Serial Number 50, and the entries relating thereto, the following entries shall be added, namely :

50. Himachal Pradesh	Bachelor of Dental Surgery	BDS
University, Simla	The following dental qualification shall be recognised qualification in respect of the BDS students of Bhojia Dental College & Hospital, Budh, Teh. : Nalagarh, H.P., if granted on after 16-1-2004.	Himachal Pradesh University

[F. No. V-12017/15/98-PMS]
A.K. SINGH, Under Secy.

नई दिल्ली, 21 जुलाई, 2004

का. आ. 1903.—दत्त चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारतीय दत्त चिकित्सा परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है; अर्थात्

उक्त अनुसूची के भाग-I में क्रम संख्या 47 और उससे संबंधित प्रविष्टियों के सामने निम्नलिखित प्रविष्टियां जोड़ी जाएंगी, नामतः

47. राजीव गांधी बैचलर आफ डेंटल सर्जरी	बी.डी.एस.
स्वास्थ्य विज्ञान कुर्ग इंस्टीट्यूट आफ डेंटल	राजीव गांधी
विश्वविद्यालय, साइंसेज विराजपेट, जिला-	स्वास्थ्य विज्ञान
बंगलौर	कोडगू कर्नाटक के बी.डी.
	एस. छात्रों के संबंध में उक्त
	दत्त चिकित्सा अहंता मान्यता-
	प्राप्त अहंता होगी यदि यह
18-10-2003 को या उसके	बंगलौर
बाद प्रदान की गई हो।	

[संख्या वी.-12017/8/98-पी.एम.एस.]

ए.के. सिंह, अवर सचिव

New Delhi, the 21st July, 2004

S.O. 1903.—In exercise of the power conferred by sub-section (2) of the Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

In Part-I of the Schedule, against Serial Number 47, and the entries relating thereto, the following entries shall be added, namely :

47 Rajiv Gandhi University of Health Sciences, Bangalore	Bachelor of Dental Surgery	BDS
	The following dental qualification shall be recognised in respect of the BDS students of Coorg Institute of Dental Sciences, Virajpet, Dist. Kodagu, Karnataka, if granted on after 18-10-2003.	Rajiv Gandhi University of Health Sciences, Bangalore

[F. No. V-12017/8/98-PMS]

A.K. SINGH, Under Secy.

नई दिल्ली, 26 जुलाई, 2004

का. आ. 1904.—दत्त चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारतीय दत्त चिकित्सा परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है; अर्थात्

उक्त अनुसूची के भाग-I में क्रम संख्या 17 और उससे संबंधित प्रविष्टियों के सामने निम्नलिखित प्रविष्टियां जोड़ी जाएंगी, अर्थात्:

17. बंगलौर	दत्त शल्य चिकित्सा स्नातक	बी.डी.एस.
विश्वविद्यालय, बंगलौर	श्री राजीव गांधी कालेज ऑफ डेंटल साइंसेज, बंगलौर	विश्वविद्यालय, (कर्नाटक) के बी.डी.एस. छात्रों के संबंध में उक्त दत्त चिकित्सा अहंता तभी मान्यता-प्राप्त अहंता होगी यदि यह 08-01-1998 को या उसके बाद प्रदान की गई हो।

[संख्या वी.-12018/32/2001-पी.एम.एस.]

अवधेश कुमार सिंह, अवर सचिव

New Delhi, the 26th July, 2004

S.O. 1904.—In exercise of the power conferred by sub-section (2) of the Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely :—

In Part-I of the Schedule, against Serial Number 17, and the entries relating thereto, the following entries shall be added, namely :

17. Bangalore University, Bangalore	Bachelor of Dental Surgery	BDS
	The dental qualification shall be recognised qualification in respect of the BDS students of Sri Rajiv Gandhi College of Dental Sciences, Bangalore, (Karnataka) when granted on after 08-01-1998.	Bangalore University, Bangalore

[F. No. V-12018/32/2001-PMS]

A.K. SINGH, Under Secy.

उपभोक्ता मापले, खाद्य और सार्वजनिक वितरण मंत्रालय

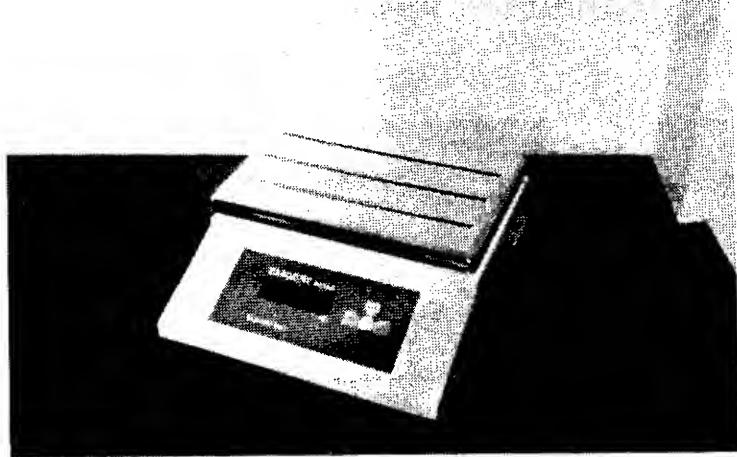
(उपभोक्ता मापले विभाग)

नई दिल्ली, 23 जुलाई, 2004

का.आ. 1905.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बाट की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एलिजेन्ट एन्टरप्राइजेज, सागर हाईट्स, एस नं. 21/2, आफिस सं. 10/11/12 प्रथम तल, बालाजी नगर, धनकावाडी, पुणे-411043 महाराष्ट्र द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “ई एक्स टी” शृंखला के अस्वचालित अंकक सूचन सहित, तोलन उपकरण (टेबलटाप प्रकार) के माडल का, जिसके ब्राण्ड का नाम “एलिजेन्ट” है (जिसमें इसके पश्चात् उक्त माडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/621 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

आकृति



उक्त माडल एक विकृत रेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार का) है। इसकी अधिकतम क्षमता 10 कि. ग्रा. और न्यूनतम क्षमता 40 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 बोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबन्द किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त माडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित माडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्राम तक “ई” मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अन्तराल (एन) और 5 ग्राम या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान (एन) अंतराल सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^8 , 2×10^8 या 5×10^8 , “के” हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(122)/2003]
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

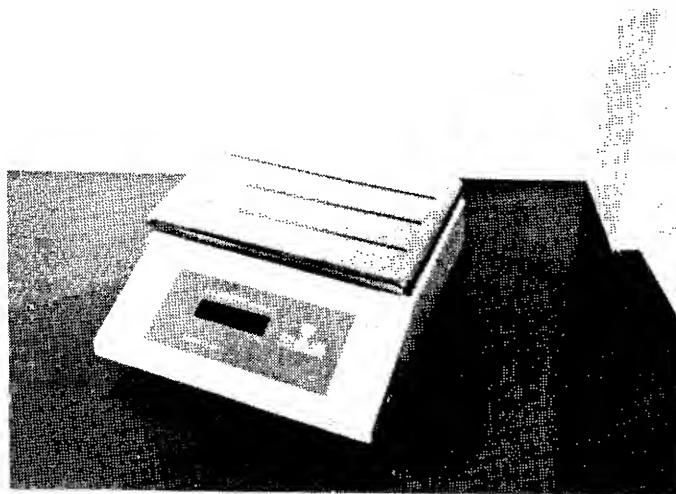
MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION
(Department of Consumer Affairs)

New Delhi, the 23rd July, 2004

S.O. 1905.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic (Table top type) weighing instrument with digital indication of "ExT" series of medium accuracy (Accuracy class-III) and with brand name "ELIGENT" (herein referred to as the said model), manufactured by M/s. Eligent Enterprises, Sagar Heights, S. No. 21/2, Office No. 10/11/12, 1st Floor, Balajinagar, Dhankawadi, Pune-411043, Maharashtra and which is assigned the approval mark IND/09/2003/621;

Figure



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 10 kg and minimum capacity of 40 g. The verification scale interval (*e*) is 2 g. It has a tare device with 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230 V, 50 Hz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg, with verification scale interval (*n*) in the range of 100 to 10,000 for '*e*' value of 100 mg to 2g and with verification scale interval (*n*) in the range of 500 to 10,000 for '*e*' value of 5g or more and with '*e*' value of 1×10^k , 2×10^k or 5×10^k , *k* being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

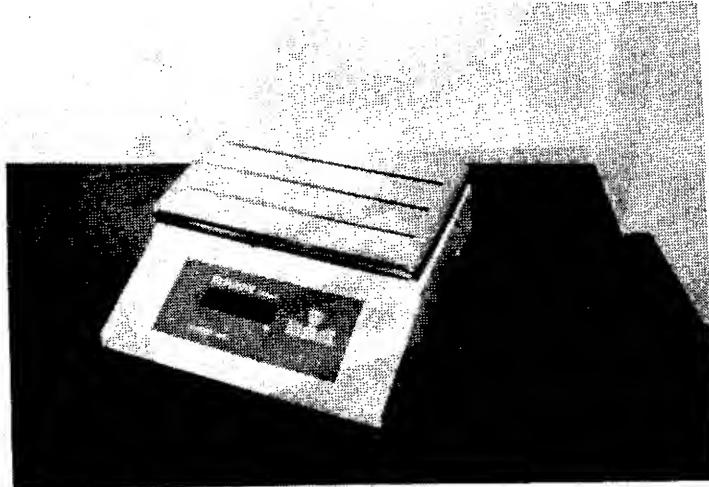
[F. No. WM-21(122)/2003]
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 जुलाई, 2004

का. आ. 1906.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में विनिर्मित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एलिजेन्ट एन्टरप्राइजेज, सागर हाईट्स, एस नं. 21/2, ऑफिस सं. 10/11/12 प्रथम तल, बालाजी नगर, धनकावाडी, पुणे-411043 महाराष्ट्र द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) बाले “ई एक्स टी (II)” शृंखला के अस्वचालित, अंकक सूचन सहित तोलन उपकरण (टेबलटाप प्रकार) के माडल का, जिसके ब्राण्ड का नाम “एलिजेन्ट” है (जिसे इसमें इसके पश्चात् उक्त माडल कहे गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/622 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

आकृति



उक्त माडल एक विकृत गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार का) है। इसकी अधिकतम क्षमता 12 कि. ग्रा. और न्यूनतम क्षमता 50 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 1 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबन्द किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त माडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित माडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक “ई” मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अन्तराल (एन) और 100 मि.ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान (एन) अन्तराल सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^8 , 2×10^8 या 5×10^8 , “के” हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

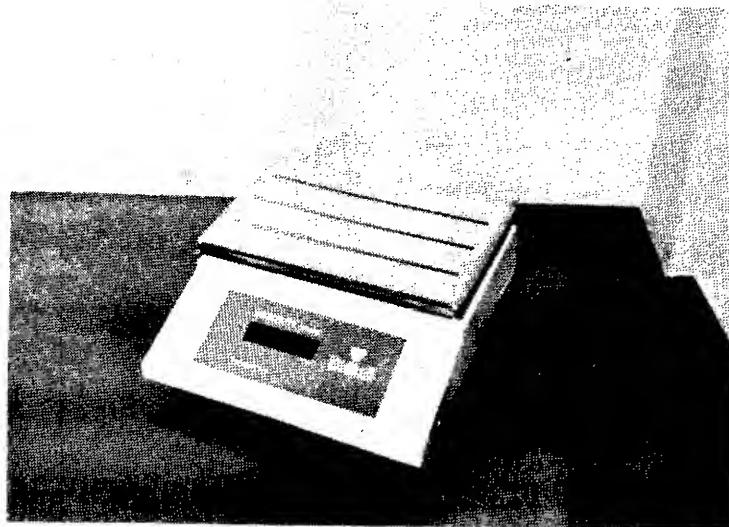
[फा. सं. डब्ल्यू एम 21(122)/2003]
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd July, 2004

S.O. 1906.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic (Table top type) weighing instrument with digital indication of "Ext(II)" series of high accuracy (Accuracy class-II) and with brand name "ELIGENT" (herein referred to as the said model), manufactured by M/s. Eligent Enterprises, Sagar Heights, S. No. 21/2, Office No. 20/11/12, 1st Floor, Balajinagar, Dhankawadi, Pune-411043, Maharashtra and which is assigned the approval mark IND/09/2003/622:

Figure



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 12 kg and minimum capacity of 50 g. The verification scale interval (*e*) is 1 g. It has a tare device with 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230 V, 50 Hz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg, with verification scale interval (*n*) in the range of 100 to 50,000 for '*c*' value of 1 mg to 50 mg and with verification scale interval (*n*) in the range of 5000 to 50,000 for '*c*' value of 100 mg or more and with '*e*' value of 1×10^k , 2×10^k or 5×10^k , *k* being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

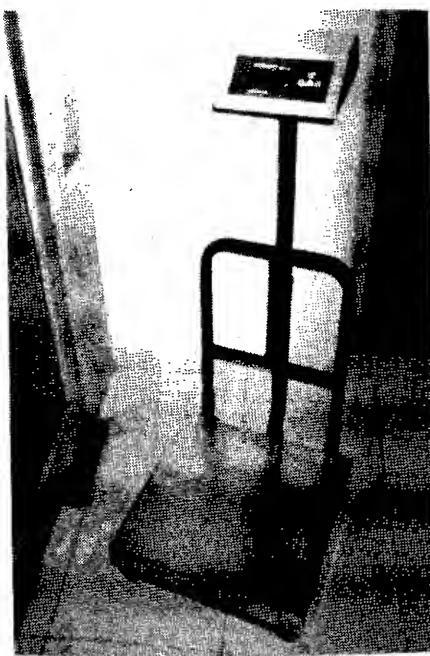
[F. No. WM-21(122)/2003]
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 जुलाई, 2004

का. आ. 1907.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एलिजेन्ट एन्टरप्राइजेज, सागर हाईट्स, एस नं. 21/2, आफिस सं. 10/11/12 प्रथम तल, बालाजी नगर, धनकावाडी, पुणे-411043, महाराष्ट्र द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “ई एक्स पी” शृंखला के अस्वचालित अंकक सूचन सहित, तोलन उपकरण (प्लेटफार्म प्रकार) के माडल का, जिसके ब्राण्ड का नाम “एलिजेन्ट” है (जिसमें इसके पश्चात् उक्त माडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/623 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।

आकृति



उक्त माडल एक विकृत गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार का) है। इसकी अधिकतम क्षमता 1000 कि. ग्रा. और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 200 ग्रा. है। इसमें एक आधेयतुलन सुकृत है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 बोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्ट्राइंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबन्द किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त माडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित माडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के बैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान (एन) अंतराल-सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^k , 2×10^k या 5×10^k , “के” हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

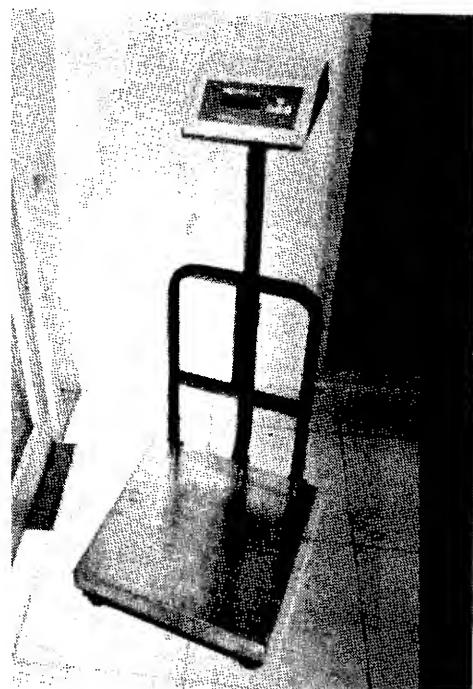
[फा. सं. डब्ल्यू एम 21(122)/2003]
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd July, 2004

S.O. 1907.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions:

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic (Platform type) weighing instrument with digital indication of "ExP" series of medium accuracy (Accuracy class-III) and with brand name "ELIGENT" (herein referred to as the said model), manufactured by M/s. Eligent Enterprises, Sagar Heights, S. No. 21/2, Office No. 10/11/12, 1st Floor, Balajinagar, Dhankawadi, Pune-411043, Maharashtra and which is assigned the approval mark IND/09/2003/623:

Figure



The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg and minimum capacity of 4 g. The verification scale interval (e) is 200 g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) indicates the weighing result. The instrument operates on 230 V, 50 Hz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg, and up to 5000 kg with verification scale interval (n) in the range of 500 to 10,000 for ' e ' value of 5 g or more and with ' e ' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

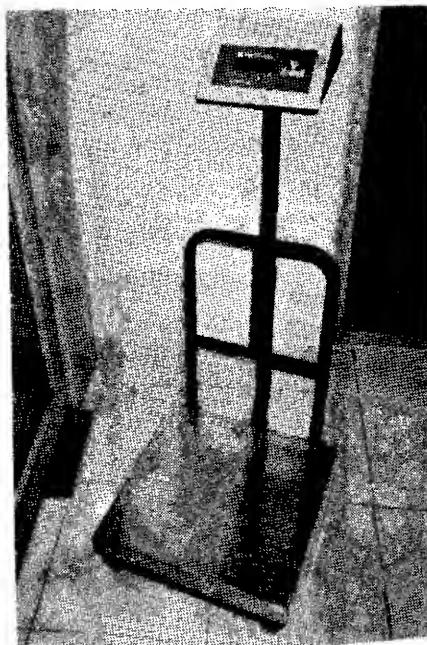
[F. No. WM-21(I22)/2003]
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 जुलाई, 2004

का. आ. 1908.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बाट की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एलिजेन्ट एन्टरप्राइजेज, सागर हाईट्स, एस नं. 21/2, अफिस सं. 10/11/12 प्रथम तल, बालाजी नगर, धनकावाडी, पुणे-411043, महाराष्ट्र द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले “इ एक्स टी (II)” शृंखला के अस्वचालित अंकक सूचन सहित, तोलन उपकरण (प्लेटफार्म प्रकार) के माडल का, जिसके ब्राप्ड का नाम “एलिजेन्ट” है (जिसे इसमें इसके पश्चात् उक्त माडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/624 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

आकृति



उक्त माडल एक विकृत गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार का) है। इसकी अधिकतम क्षमता 120 कि. ग्रा. और न्यूनतम क्षमता 500 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 10 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबन्द किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त माडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित माडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान (एन) अंतराल सहित 50 कि.ग्रा. से अधिक और 500 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^k , 2×10^k या 5×10^k , “के” हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

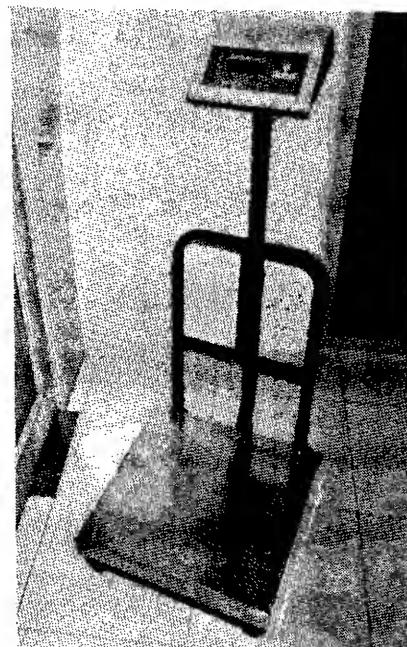
[फा. सं. डब्ल्यू एम 21(122)/2003]
पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd July, 2004

S.O. 1908.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic (Platform type) weighing instrument with digital indication of "ExP(II)" series of high accuracy (Accuracy class-II) and with brand name "ELIGENT" (herein referred to as the said model), manufactured by M/s. Eligent Enterprises, Sagar Heights, S. No. 21/2, Office No. 10/11/12, 1st Floor, Balajinagar, Dhankawadi, Pune-411043, Maharashtra and which is assigned the approval mark IND/09/2003/624;

Figure



The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 120 kg and minimum capacity of 500 g. The verification scale interval (*e*) is 10 g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230 V, 50 Hz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg, and up to 500 kg with verification scale interval (*n*) in the range of 5000 to 50,000 for '*e*' value of 100 g or more and with '*e*' value of 1×10^k , 2×10^k or 5×10^k , *k* being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(122)/2003]
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 26 जुलाई, 2004

का. आ. 1909.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ग्रेस प्रॉडक्ट्स प्लाट सं. ई-188, जी आई डी सी इलेक्ट्रॉनिक एस्टेट, गांधी नगर-382028 गुजरात द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “टी डब्ल्यू” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टैंक वेइर) के माडल का, जिसके ब्राण्ड का नाम “ग्रेस” है (जिसे इसमें इसके पश्चात् उक्त माडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/522 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

आकृति



उक्त माडल एक विकृत गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण (टैंक वेइर प्रकार का) है। इसकी अधिकतम क्षमता 500 कि. ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तिनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबन्द की जाएगी।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त माडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित माडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान (एन) अन्तराल सहित 50 कि.ग्रा. से 1000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

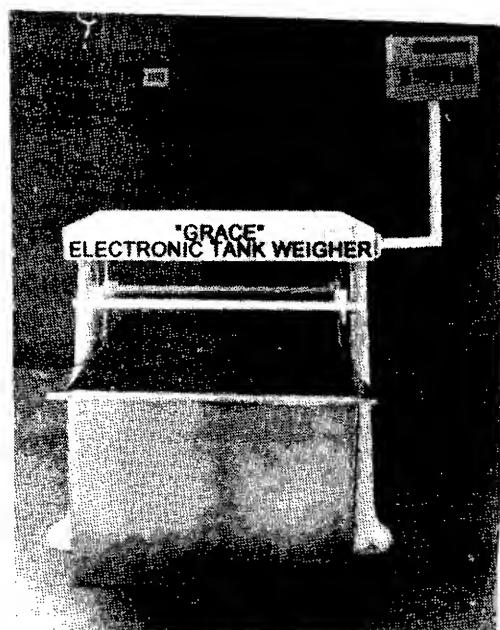
[फा. सं. डब्ल्यू एम 21(31)/2002]
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th July, 2004

S.O. 1909.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of non-automatic (Tank Weigher) weighing instrument with digital indication of "TW" series of medium accuracy (accuracy class-III) and with brand name "GRACE" (herein referred to as the said Model), manufactured by M/s. Grace Products, Plot No. E-188, G. I. D. C., Electronics Estate, Gandhinagar-382028, Gujarat and which is assigned the approval mark IND/09/2003/522;

Figure



The said model is a strain gauge type load cell based non-automatic weighing instrument (Tank Weigher) with a maximum capacity of 500 kg and minimum capacity of 2 kg. The verification scale interval (*e*) is 100 g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) indicates the weighing result. The instruments operates on 230 V, 50 Hz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the power conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity in the range of 50 kg to 1000 kg with verification scale interval (*n*) in the range of 500 to 10,000 for '*e*' value of 5 g or more and with '*e*' value of 1×10^k , 2×10^k or 5×10^k , *k* being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

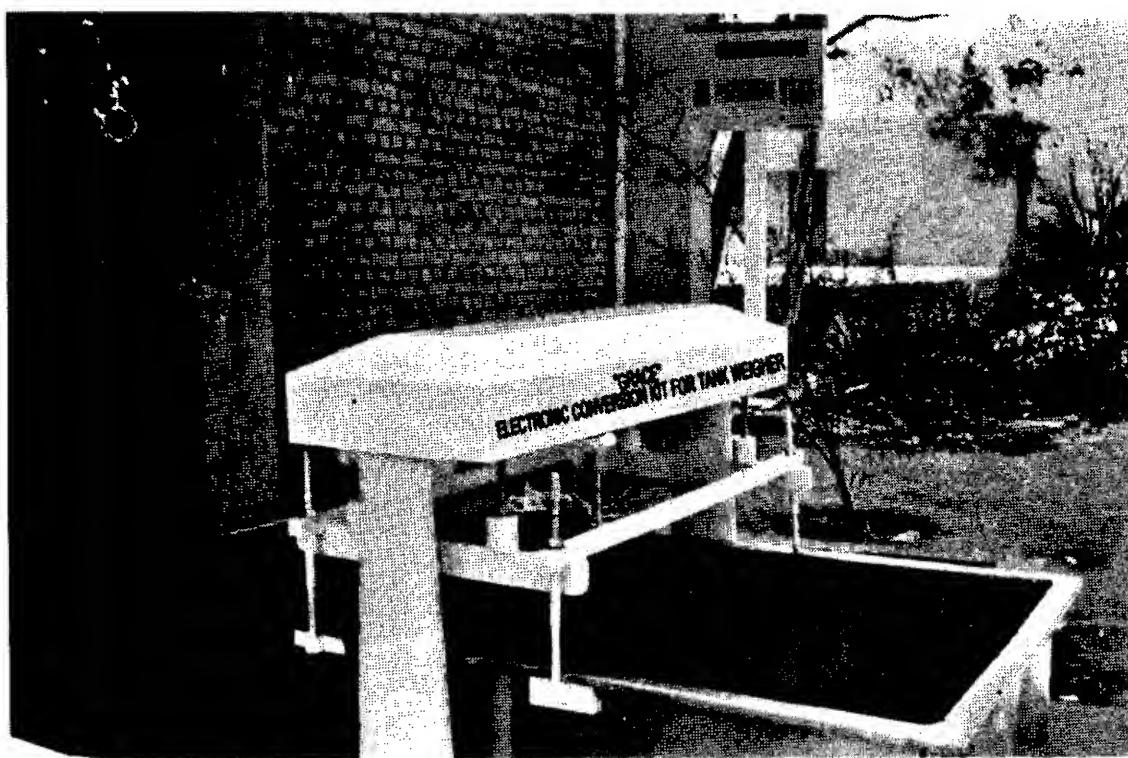
[F. No. WM-21(31)/2002]
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 26 जुलाई, 2004

का. आ. 1910.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ग्रेस प्रॉडक्ट्स, प्लाट सं. ई-188, जी आई डी सी इलेक्ट्रॉनिक एस्टेट, गांधी नगर-382028 गुजरात द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “टी डब्ल्यू” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टैंक वेइर के लिए संपरिवर्तन किट) के माडल का, जिसके ब्राण्ड का नाम “ग्रेस” है (जिसे इसमें इसके पश्चात् उक्त माडल कहा गया है) और जिसे अनुमोदन चिट्ठा आई एन डी/09/2003/523 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

आकृति



उक्त माडल एक विकृत गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण (टैंक वेइर के लिए संपरिवर्तन किट) है। इसकी अधिकतम क्षमता 1000 कि. ग्रा. और न्यूनतम क्षमता 4 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यक्तलात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्ट्राइंग लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबन्द की जाएगी। और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त माडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित माडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान (एन) अन्तराल सहित 50 कि. ग्रा. से 5000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , “के” हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(31)/2002]

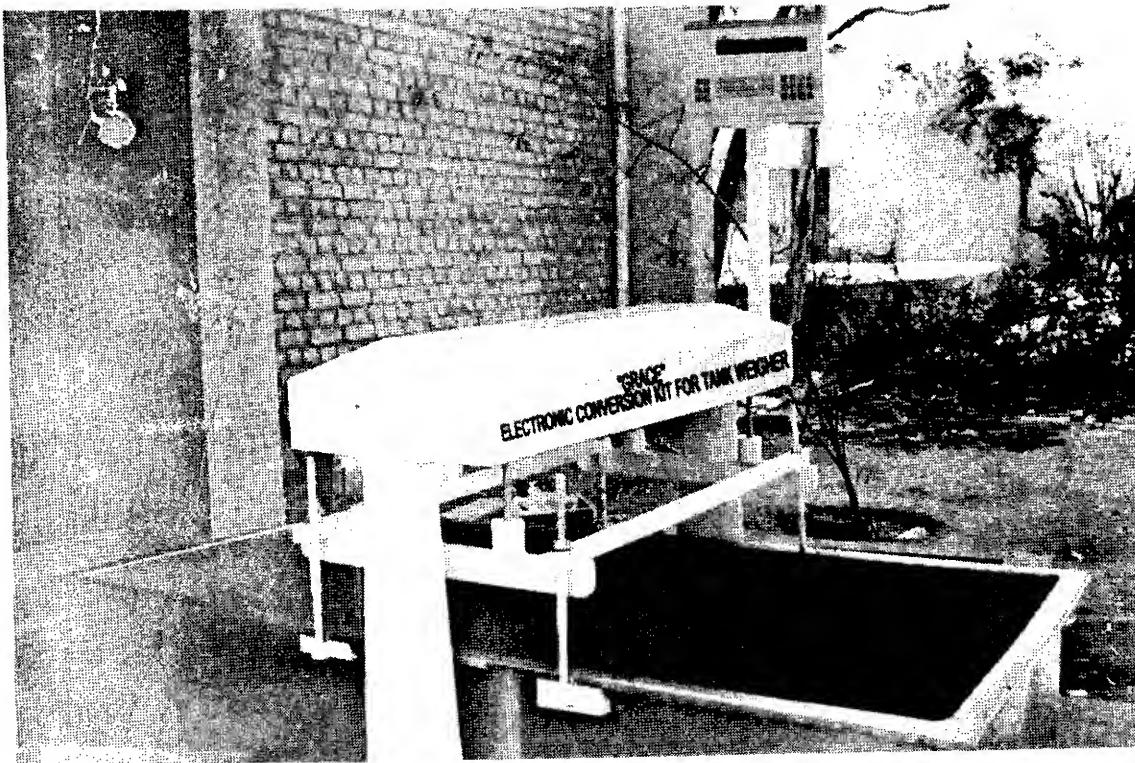
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th July, 2004

S.O. 1910.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of non-automatic (Conversion kit for Tank Weigher) weighing instrument with digital indication of "TW" series of medium accuracy (accuracy class-III) and with brand name "GRACE" (herein referred to as the said Model), manufactured by M/s. Grace Products, Plot No. E-188, G. I. D. C., Electronics Estate, Gandhinagar-382028, Gujarat and which is assigned the approval mark IND/09/2003/523;

Figure



The said model is a strain gauge type load cell based non-automatic weighing instrument (Conversion kit for Tank Weigher) with a maximum capacity of 1000 kg and minimum capacity of 4 kg. The verification scale interval (*e*) is 200 g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) indicates the weighing result. The instruments operates on 230 V, 50 Hz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity in the range of 50 kg to 5000 kg with verification scale interval (*n*) in the range of 500 to 10,000 for '*e*' value of 5 g or more and with '*e*' value of 1×10^k , 2×10^k or 5×10^k , *k* being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

[F. No. WM-21(31)/2002]
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 26 जुलाई, 2004

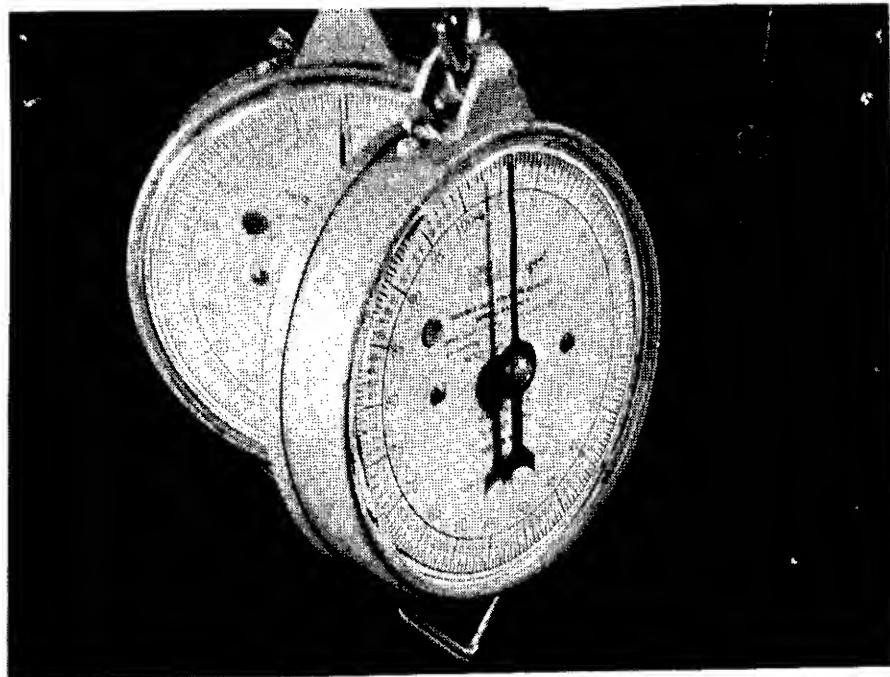
का. आ. 1911.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स साल्टर इण्डिया कंपनी, 181/1, ए जे सी बोस रोड, कलकत्ता-700014 द्वारा विनिर्मित सामान्य यथार्थता (यथार्थता वर्ग-IV) वाले “ई 212 टी” श्रृंखला के डायल टाइप तुल्य रूप सुचन सहित, अस्वचालित तोलन उपकरण (स्प्रिंग बैलेंस प्रकार) के माडल का, जिसके ब्राण्ड का नाम “एकता” है (जिसे इसमें इसके पश्चात् उक्त माडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/575 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

उक्त माडल (नीचे दी गई आकृति देखें) एक स्प्रिंग आधारित अस्वचालित तुल्य रूप तोलन उपकरण है जिसकी अधिकतम क्षमता 100 कि. ग्रा. और न्यूनतम क्षमता 5 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 500 ग्रा. है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबंद की जाएगी।

आकृति



और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त माडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित माडल विनिर्मित किया गया है विनिर्मित उसी श्रृंखला के बैंसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 500 ग्रा. या उससे अधिक के “ई” मान के लिए 100 से 1000 तक की रेंज में सत्यापन मान अंतराल सहित 50 कि. ग्रा. से 300 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , “के” हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(315)/2002]
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th July, 2004

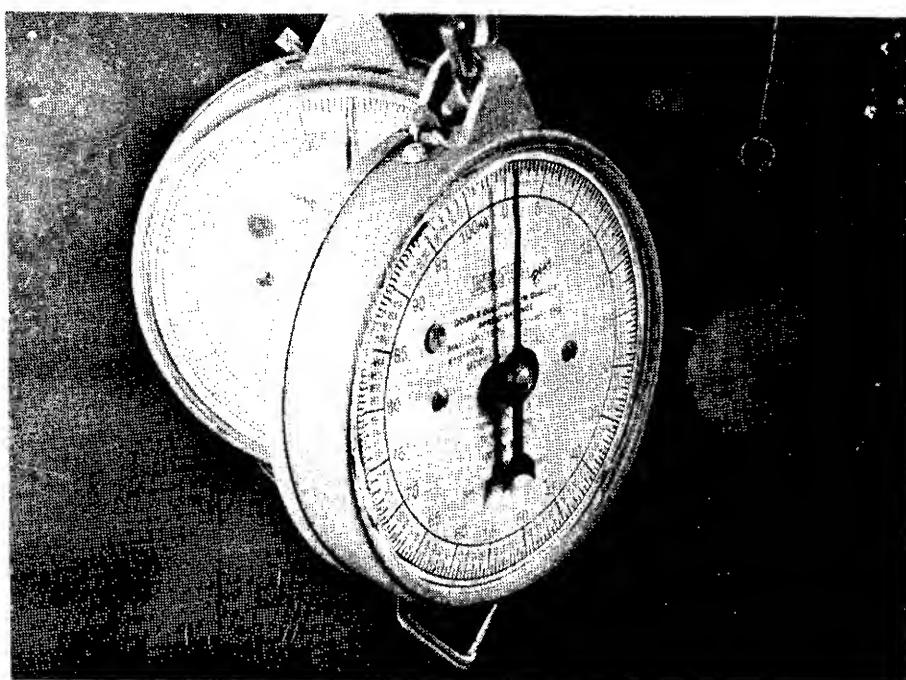
S.O. 1911.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions:

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Spring Balance type) with dial type analogue indication of "E212T" series of ordinary accuracy (accuracy class-IV) and with brand name "EKATA" (herein referred to as the said Model), manufactured by M/s. Salter India Company, 181/1, A. J. C. Bose Road, Kolkata-700014 and which is assigned the approval mark IND/09/2003/575;

The said model (see the figure given below) is a spring based non-automatic analogue weighing instrument with a maximum capacity of 100 kg and minimum capacity of 5 kg. The verification scale interval (e) is 500 g.

Sealing : In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Figure



Further, in exercise of the power conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity in the range of 50 kg to 300 kg and with number of verification scale interval (n) in the range of 100 to 1000 for 'e' value of 500 g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(315)/2002]
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 26 जुलाई, 2004

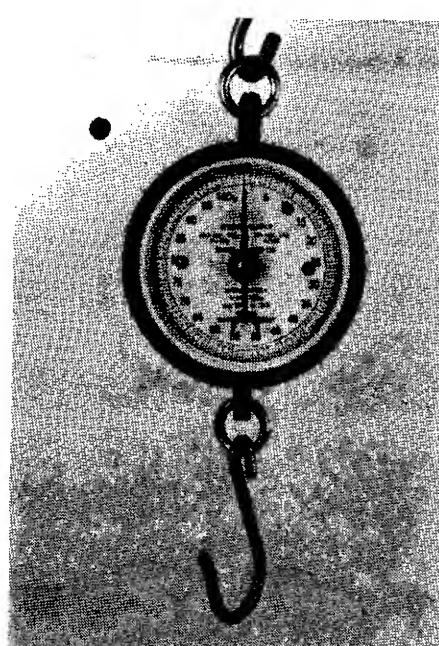
का. आ. 1912.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स साल्टर इण्डिया कंपनी, 181/1, ए जे सी बोस रोड, कलकत्ता-700014 द्वारा विनिर्मित सामान्य यथार्थता (यथार्थता वर्ग-IV) वाले “इ 211 टी” शृंखला के तुल्य रूप सूचन सहित अस्वचालित, तोलन उपकरण (स्प्रिंग बैलेंस हैंगिंग प्रकार) के माडल का, जिसके ब्राण्ड का नाम “एकता” है (जिसे इसमें इसके पश्चात् उक्त माडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/576 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

उक्त माडल (नीचे दी गई आकृति देखें) एक स्प्रिंग आधारित अस्वचालित तुल्य रूप तोलन उपकरण है जिसकी अधिकतम क्षमता 200 कि. ग्रा. और न्यूनतम क्षमता 10 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 1 कि. ग्रा. है।

स्टार्मिंग प्लोट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबंद की जाएगी।

आकृति



और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त माडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित माडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के बैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 500 कि. ग्रा. या उससे अधिक के “ई” मान के लिए 100 से 1000 तक की रेंज में सत्यापन मान अंतराल सहित 50 कि. ग्रा. से 500 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , “के” हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(315)/2002]
पो. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th July, 2004

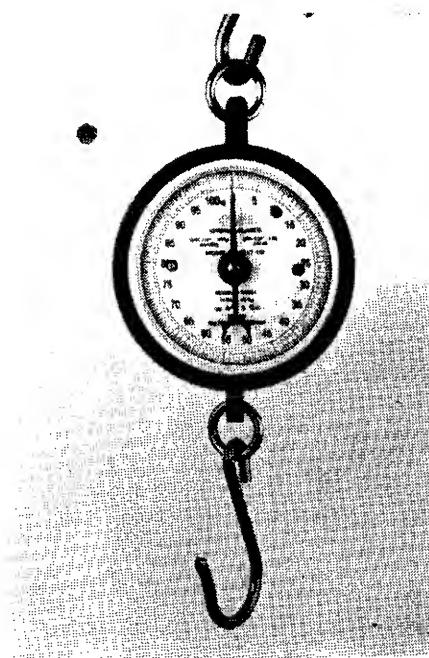
S.O. 1912.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Spring Balance Hanging type) with analogue indication of "E211T" series of ordinary accuracy (accuracy class-IV) and with brand name "EKATA" (herein referred to as the said model), manufactured by M/s. Salter India Company, 181/1, A. J. C. Bose Road, Kolkata-700014, and which is assigned the approval mark IND/09/2003/576;

The said model (see the figure given below) is a spring based non-automatic analogue weighing instrument with a maximum capacity of 200 kg and minimum capacity of 10 kg. The verification scale interval (e) is 1 kg.

Sealing : In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Figure



Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity in the range of 50 kg to 500 kg and with number of verification scale interval (n) in the range of 100 to 1000 for 'e' value of 500 g or more and with 'e' value 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(315)/2002]
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 26 जुलाई, 2004

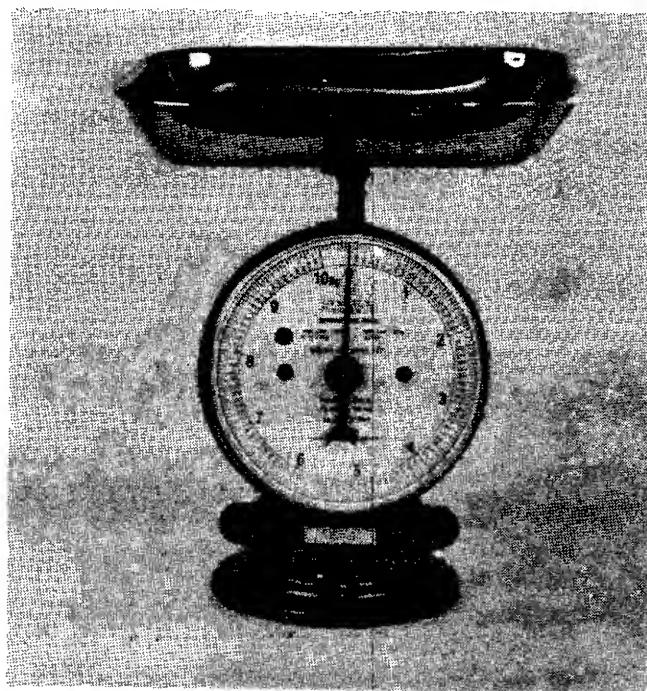
का. आ. 1913.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रवाग की अवधि में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स साल्टर इण्डिया कंपनी, 181/1, ए जे सी बोस रोड, कोलकाता-700014 द्वारा विनिर्मित सामान्य यथार्थता (यथार्थता वर्ग-IV) बाले “इ 230 टो” शृंखला के तुल्य रूप सूचन सहित अस्वचालित, तोलन उपकरण (स्ट्रिंग बैलेंस टेबल टॉप प्रकार) के माडल का, जिसके ब्राण्ड का नाम “एकता” है (जिसे इसमें इसके पश्चात् उक्त माडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/577 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

उक्त माडल (नीचे दी गई आकृति देखें) एक स्ट्रिंग आधारित अस्वचालित तुल्य रूप तोलन उपकरण है जिसकी अधिकतम क्षमता 100 कि. ग्रा. और न्यूनतम क्षमता 5 कि. ग्रा. है। सत्यापन मापमान अंतराल (इ) 500 ग्रा. है।

स्ट्राइंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबंद की जाएगी।

आकृति



और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त माडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिसमें अनुमोदित अधिक के “इ” मान के लिए 100 से 1000 तक की रेंज में सत्यापन मान अंतराल सहित 50 कि. ग्रा. से 300 कि. ग्रा. तक की अधिकतम क्षमता बाले हैं और “इ” मान 1×10^3 , 2×10^3 या 5×10^3 , “के” हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(315)/2002]
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th July, 2004

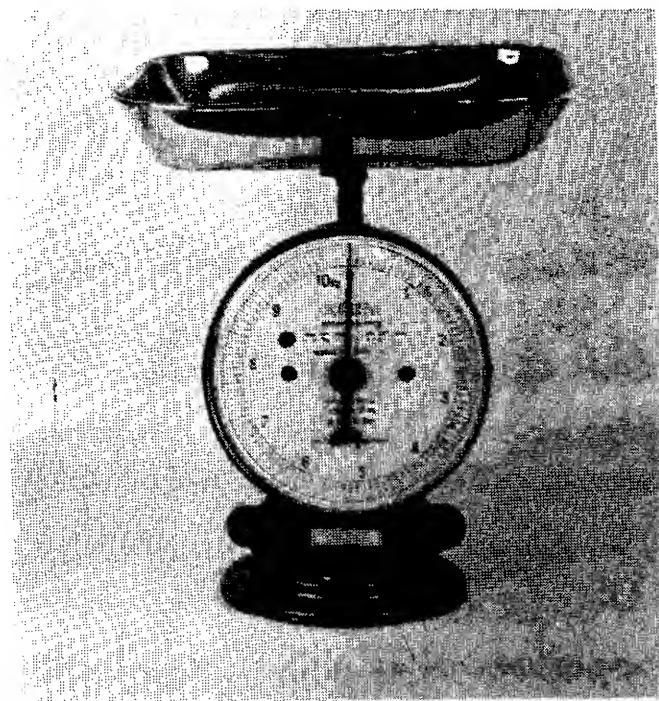
S.O. 1913.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Spring Balance Table top type) with analogic indication of "E230T" series of ordinary accuracy (accuracy class-IV) and with brand name "EKATA" (herein referred to as the said Model), manufactured by M/s. Salter India Company, 181/1, A. J. C. Bose Road, Kolkata-700014, West Bengal and which is assigned the approval mark IND/09/2003/577;

The said model (see the figure given below) is a spring based non-automatic analogue weighing instrument with a maximum capacity of 100 kg and minimum capacity of 5 kg. The verification scale interval (*e*) is 500 g.

Sealing : In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Figure



Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity in the range of 50 kg to 300 kg and with number of verification scale interval (*n*) in the range of 100 to 1000 for '*e*' value of 500 g or more and with '*e*' value 1×10^k , 2×10^k or 5×10^k , "*k*" being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(315)/2002]
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 26 जुलाई, 2004

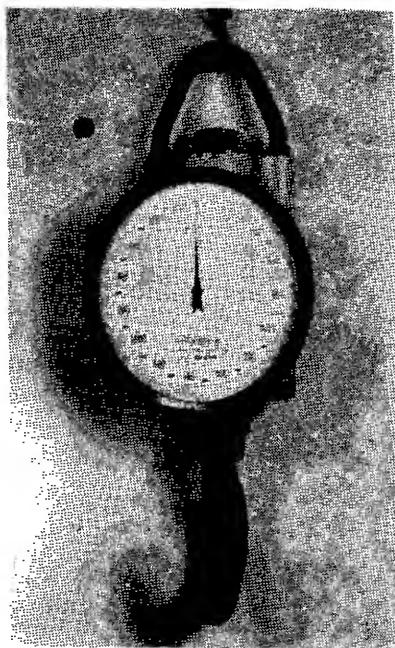
का. आ. 1914.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स साल्टर इण्डिया कंपनी, 18/1, ए जे सी बोस रोड, कोलकाता-700014 द्वारा विनिर्मित सामान्य यथार्थता (यथार्थता वर्ग-IV) वाले “इ 230 टी” शृंखला के तुल्य रूप सूचन सहित, अस्वचालित तोलन उपकरण (स्प्रिंग बैलेंस क्रेन प्रकार) के माडल का, जिसके ब्राण्ड का नाम “एकता” है (जिसमें इसके पश्चात् उक्त माडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/578 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

उक्त माडल (नीचे दी गई आकृति देखें) एक स्प्रिंग आधारित अस्वचालित तुल्य रूप तोलन उपकरण है जिसकी अधिकतम क्षमता 20 टन और न्यूनतम क्षमता 1000 कि. ग्रा. है। सत्यापन मापमान अंतराल (इ) 100 कि. ग्रा. है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबंद की जाएगी।

आकृति



और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त माडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित माडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के बैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 50 कि. ग्रा. या उससे अधिक के “इ” मान के लिए 100 से 1000 तक की रेंज में सत्यापन मान अंतराल सहित 5 टन से 50 टन तक की अधिकतम क्षमता वाले हैं और “इ” मान 1×10^4 , 2×10^4 या 5×10^4 , “के” हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(315)/2002]
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th July, 2004

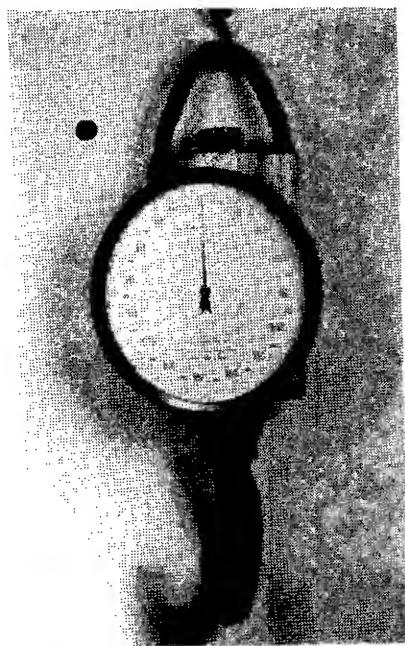
S.O. 1914.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions:

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Spring Balance Crane type) with analogue indication of "E199T" series of ordinary accuracy (accuracy class-IV) and with brand name "EKATA" (herein referred to as the said Model), manufactured by M/s. Salter India Company, 181/L, A. J. C. Bose Road, Kolkata-700014, and which is assigned the approval mark IND/09/2003/578;

The said model (see the figure given below) is a spring based non-automatic analogue weighing instrument with a maximum capacity of 20 tonne and minimum capacity of 1000 kg. The verification scale interval (e) is 100 kg.

Sealing. In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Figure



Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity in the range of 5 tonne to 50 tonne and with number of verification scale interval (n) in the range of 100 to 1000 for 'e' value of 50 kg or more and with 'e' value $1 \cdot 10^k$, $2 \cdot 10^k$ or $5 \cdot 10^k$, k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

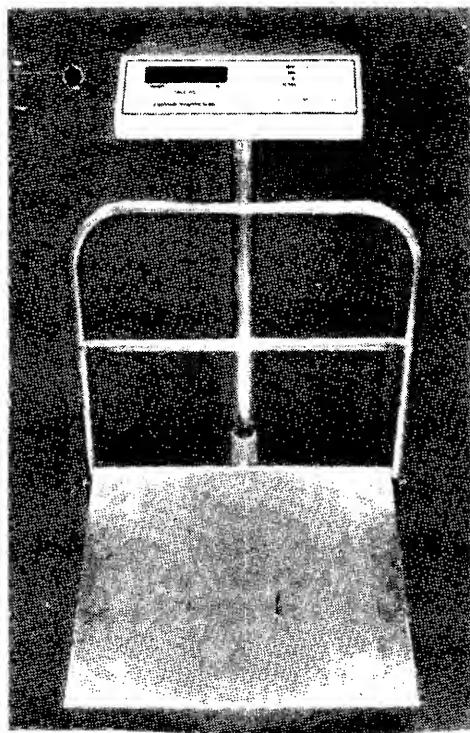
[F. No. WM-21(315)/2002]
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 26 जुलाई, 2004

का. आ. 1915.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स माइक्रो मल्टी मिडिया, 4 नाशील एवन्यू पीजा हट के सामने स्वास्तिक चार रस्ता, नवरत्नपुरा, अहमदाबाद-380009 द्वारा विनिर्मित सामान्य यथार्थता (यथार्थता वर्ग-11) वाले “2 एम एम” शृंखला के अस्वचालित, अंकक सूचन सहित तोलन उपकरण (प्लेटफार्म प्रकार) के माडल का, जिसके ब्राण्ड का नाम “‘माइक्रो’” है (जिसे इसके पश्चात् उक्त माडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/693 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

[आकृति]



उक्त माडल एक विकृत रेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार का) है। इसकी अधिकतम क्षमता 1000 कि. ग्रा. और न्यूनतम क्षमता 5 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबंद किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त माडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित माडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 10 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेज में सत्यापन माप मान (एन) अंतराल सहित 50 कि. ग्रा. से 5000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^{x_1} , 2×10^{x_2} या 5×10^{x_3} , “के” हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(14)/2003]

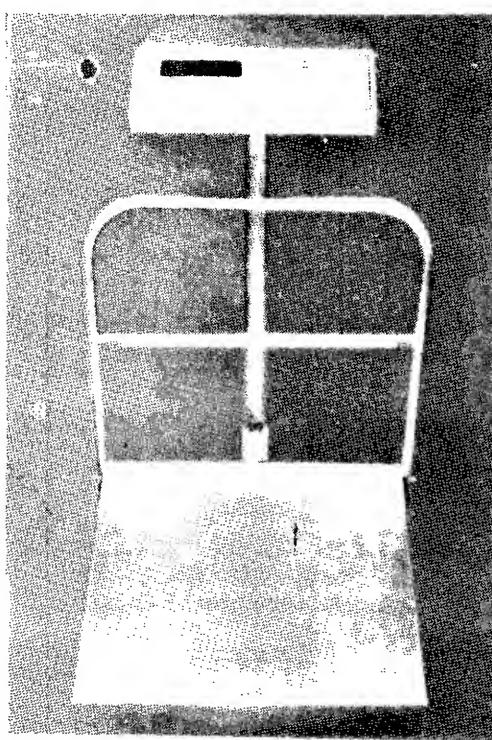
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th July, 2004

S.O. 1915.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model non-automatic (Platform type) weighing instrument with digital indication of "2MM" series of high accuracy (accuracy class-II) and with brand name "MICRO" (herein referred to as the said Model), manufactured by M/s. Micro Multi Media, 4 Nashil Avenue, Opposite Piza Hutt, Swastik Char Rasta, Navaranapura, Ahmedabad-380009 and which is assigned the approval mark IND/09/2003/693:

Figure



The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg and minimum capacity of 5 kg. The verification scale interval (e) is 100 g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg and upto 5000 kg and with verification scale interval (n) in the range of 500 to 10,000 for ' e ' value of 10 g. or more and with ' e ' value 1×10^k , 2×10^k or 5×10^k , k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

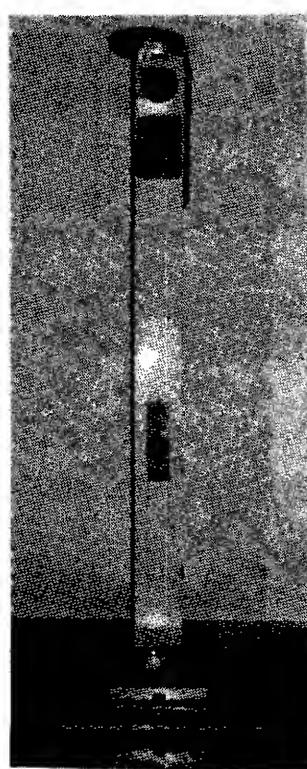
[F. No. WM-21(14)/2003]
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 26 जुलाई, 2004

का. आ. 1916.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स स्पैन टैक्नीक्स, 111/9, कृष्णगढ़, अरुणा असफ अली मार्ग, बी-4 के सामने, वसन्तकुंज, नई दिल्ली-110070 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “एच जी एम” शृंखला के अस्वचालित, अंकक सूचन सहित तोलन उपकरण (स्लेटफार्म प्रकार) के माडल का, जिसके ब्राण्ड का नाम “स्पैन” है (जिसे इसमें इसके पश्चात् उक्त माडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/691 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

आकृति



उक्त माडल एक विकृत गेज प्रकार का लोड सेल आधारित अस्वचालित तोलन उपकरण (स्लेटफार्म प्रकार का) है। इसकी अधिकतम क्षमता 150 कि. ग्रा. और न्यूनतम क्षमता 2 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है। उक्त माडल भी हाइट सेन्सर और मुद्रण सुविधा से युक्त है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए भरीन को खोलने से रोकने के लिए भी सीलबंद किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त माडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित माडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से $10,000$ तक की रेंज में सत्यापन मापमान (एन) अन्तराल सहित 100 कि. ग्रा. से 160 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , ‘के’ हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

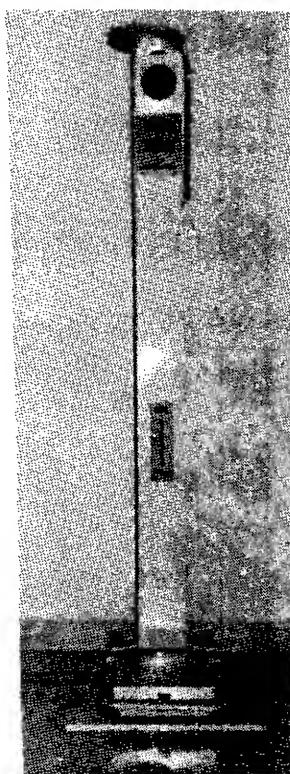
[फा. सं. डब्ल्यू. एम 21(51)/2003]
पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th July, 2004

S.O. 1916.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of "HGM" series of medium accuracy (accuracy class-III) and with brand name "SPAN" (herein referred to as the said model), manufactured by M/s. Span Techniques, 111/9, Krishnagarh, Aruna Asaf Ali Marg, Opposite to B-4, Vasant Kunj, New Delhi-110070 and which is assigned the approval mark IND/09/2003/691.

Figure



The said model is a strain gauge type load cell based non-automatic weighing instrument (Person Weighing Machine) with a maximum capacity of 150 kg and minimum capacity of 2 kg. The verification scale interval (*e*) is 100 g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instruments operates on 230 Volts, 50 Hertz alternative current power supply. The said model is also with height sensor and printing facility.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 100 kg and upto 160 kg and with verification scale interval (*n*) in the range of 500 to 10,000 for '*e*' value of 5 g. or more and with '*e*' value 1×10^k , 2×10^k or 5×10^k , where *k* is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

[F. No. WM-21(51)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 27 जुलाई, 2004

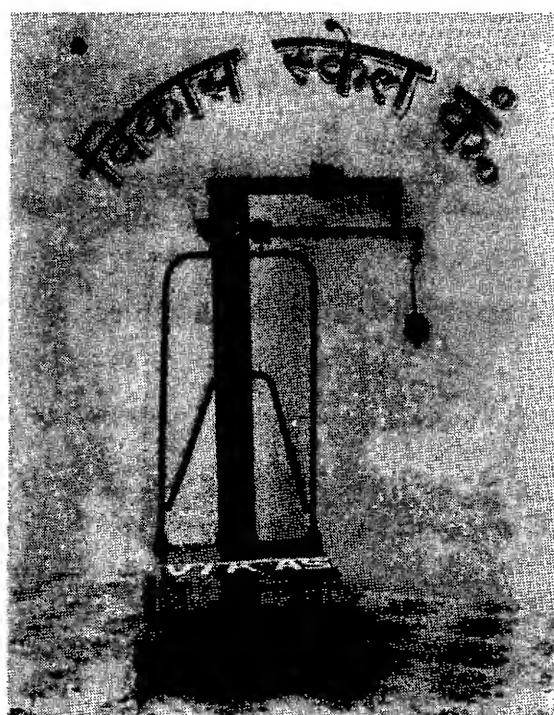
का. आ. 1917.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स विकास स्केल कंपनी, 32-31 उद्योग कुंज, इसमाइलाबाद-136129 हिन्दियाणा द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “ये एफ एस” शृंखला के अर्धस्व सूचन सहित, स्वतःसूचक, अस्वचालित तोलन उपकरण (स्टेटफार्म यांत्रिक खुला वजन प्रकार) उपकरण के माडल का, जिसके ब्राण्ड का नाम “विकास” है (जिसे इसमें इसके पश्चात् उक्त माडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/459 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

उक्त माडल (नीचे दी गई आकृति देखें) एक कम्पाइण्ड लीवरों के साथ यांत्रिक अस्वचालित तोलन उपकरण है और संतुलन प्रस्थिति स्टीलयार्ड पर अनुपातिक भार रखे जाने से प्राप्त की जाती है। इसकी अधिकतम क्षमता 300 कि. ग्रा. और न्यूनतम क्षमता 2 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 100 ग्रा. है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए भी सीलबन्द किया जाएगा।

आकृति



और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त माडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित माडल विनिर्मित किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान (एन) अंतराल सहित 50 कि. ग्रा. से 500 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 या 5×10^3 , ‘के’ हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(36)/2003]
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 27th July, 2004

S.O. 1917.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the self-indicating, non-automatic (Plate form-Mechanical loose weight type) weighing instrument with analogue indication of "PFS" series of medium accuracy (accuracy class-III) and with brand name "VIKAS" (herein referred to as the said Model), manufactured by M/s. Vikas Scale Company, 32-31 Udyog Kunj, Ismailabad-136129, Haryana and which is assigned the approval mark IND/09/2003/459:

The said model (see the figure given below) is a mechanical non-automatic weighing instrument with compound levers and position of equilibrium is obtained by placing proportional weights on steel yard with a maximum capacity of 300 kg and minimum capacity of 2 kg. The verification scale interval (e) is 100 g.

Sealing : In addition to sealing the stamping plate, sealing shall also be done to prevent the opening machine for fraudulent practices.

Figure



Further, in exercise of the power conferred by sub-section (12) of the section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity ranging from 50 kg to 500 kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design, accuracy and with the same materials with which, the approved model has been manufactured.

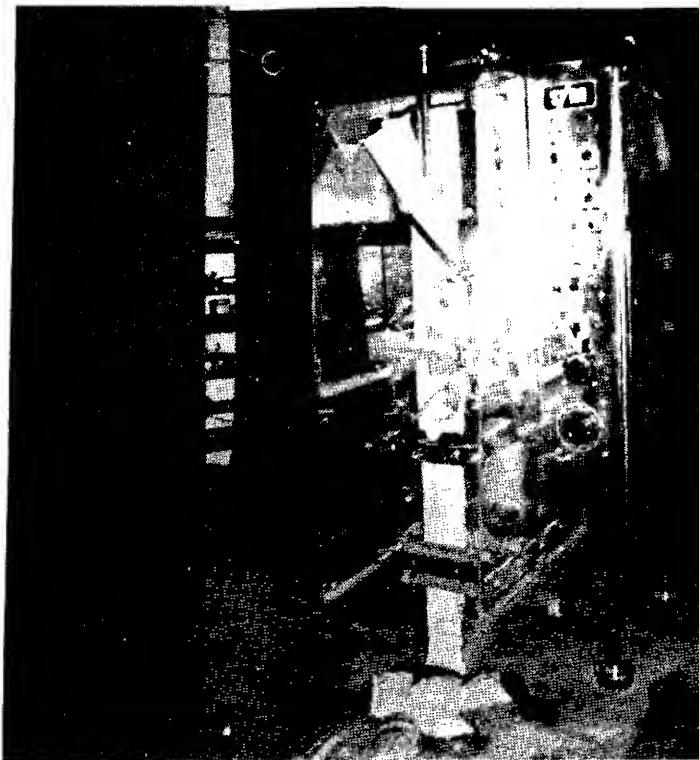
[F. No. WM-21(36)/2003]
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 27 जुलाई, 2004

का. आ. 1918.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सैनो पाक इण्डिया, प्लाट सं. 39-4/4, संजय गांधी नगर, बालनगर, हैदराबाद-500037 द्वारा विनिर्मित स्वचालित भरण मशीन (पिस्टन फिलर) वाले "सैनो-पी. एफ." शृंखला के अंकक सूचन के माडल का, जिसके ब्राइड का नाम "सैनो" है (जिसे इसमें इसके पश्चात् उक्त माडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/03/692 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

आकृति



उक्त माडल एक स्वचालित भरण मशीन (पिस्टन फिलर) है। इसकी अधिकतम क्षमता 2 कि. ग्रा. है और भरण दर 10—30 भरत प्रति मिनट है। मशीन को बनस्पति तेल, धी, जैली, मुरब्बा, पेस्ट, दही, बनस्पति, मारग्रेन आदि जैसे असुक्त बहाव वाले द्रव उत्पादों को भरने के लिए, डिजाइन किया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त माडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित माडल का विनिर्माण किया गया है, से विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के स्वचालित भरण मशीन भी होंगे जो 2 ग्राम से 2 कि. ग्रा. तक की रेंज में अधिकतम क्षमता वाले हैं।

[फा. सं. डब्ल्यू एम 21(231)/2003]
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 27th July, 2004

S.O. 1918.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the automatic filling machine (Piston Filler) with digital indication of 'SYNO-PF' series with brand name "SYNO" (herein referred to as the said model), manufactured by M/s. Syno Pak India, Plot No. 39-4/4, Sanjai Gandhi Nagar, Balanagar, Hyderabad-500037 and which is assigned the approval mark IND/09/03/692;

Figure



The said model is an automatic filling machine (Piston Filler). Its maximum capacity is 2000 g. It has a maximum fill rate of 10—30 fills per minute. The machine is designed for filling non free flowing liquid products like vegetable oils, ghee, jelly, jam, paste, curds, ghee, vanaspathi, margarine etc. The instrument operates on 230 Volts, AC 50 Hertz alternative current power supply.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the automatic filling machine of similar make, accuracy and performance of the same series with the maximum capacity in the range of 2 g to 2 kg or equivalent volume manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(231)/2003]
P. A. KRISHNAMOORTHY, Director of Legal Metrology

भारतीय मानक ब्यूरो

नई दिल्ली, 29 जुलाई, 2004

का. आ. 1919.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में एतद्वारा अधिसूचित किया जाता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं, वे रद्द कर दिए गए हैं और बाप्स ले लिये गये हैं :—

अनुसूची

क्रम सं.	रद्द किए गये मानक की संख्या और वर्ष	भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) में का. आ. संख्या और तिथि प्रकाशित	टिप्पणी
(1)	(2)	(3)	(4)
1.	आईएस 1501 (भाग 1) : 1984	का. आ. 0462 दिनांक 87-02-14	आईएस 1501 : 2002 में शामिल
2.	आईएस 1501 (भाग 2) : 1984	का. आ. 0462 दिनांक 87-02-14	आईएस 1501 : 2002 में शामिल
3.	आईएस 1501 (भाग 3) : 1984	का. आ. 0462 दिनांक 87-02-14	आईएस 1501 : 2002 में शामिल
4.	आईएस 1754 (भाग 1) : 1986	—	आईएस 1754 : 2002 में शामिल
5.	आईएस 1754 (भाग 2) : 1986	—	आईएस 1754 : 2002 में शामिल
6.	आईएस 1917 : 1962	का. आ. 1421 दिनांक 63-05-25	यह मानक आईएस 1917 के विभिन्न भागों द्वारा अतिक्रमित
7.	आईएस 2000 : 1962	का. आ. 1573 दिनांक 62-05-26	यह मानक आईएस 2000 के विभिन्न भागों द्वारा अतिक्रमित
8.	आईएस 2488 (भाग 2) : 1968	का. आ. 3961 दिनांक 68-11-09	इस मानक की सभी अपेक्षाएं आईएस 3025 के विभिन्न भागों के रूप में प्रकाशित हो चुकी हैं।
9.	आईएस 2488 (भाग 3) : 1968	का. आ. 4425 दिनांक 68-12-14	—उपरोक्त—
10.	आईएस 2598 : 1966	का. आ. 3336 दिनांक 67-09-23	रेडियो ग्राफीय सामग्री के प्रहस्तन की सुरक्षा के लिए आण्विक ऊर्जा नियामक बोर्ड (ए ई आर बी) प्राधिकरण है।
11.	आईएस 3517 : 1979	का. आ. 2508 दिनांक 87-07-17	अप्रचलित
12.	आईएस 3519 : 1965	का. आ. 3818 दिनांक 66-12-17	अप्रचलित
13.	आईएस 3532 : 1987	का. आ. 3428 दिनांक 83-09-03	अप्रचलित
14.	आईएस 5565 (भाग 1) : 1969	का. आ. 3740 दिनांक 71-10-09	वर्तमान में अधिक उपयोग में नहीं
15.	आईएस 5565 (भाग 2) : 1969	का. आ. 3740 दिनांक 71-10-09	वर्तमान में अधिक उपयोग में नहीं
16.	आईएस 8318 : 1977	का. आ. 0415 दिनांक 80-02-23	अपेक्षाएं आईएस 15323 में मिला दी गई हैं।
17.	आईएस 8782 : 1978	का. आ. 1550 दिनांक 81-05-23	अप्रचलित
18.	आईएस 9035 : 1978	का. आ. 2322 दिनांक 82-07-03	वर्तमान परिदृश्य में अधिक उपयोग में नहीं
19.	आईएस 9036 : 1978	का. आ. 2584 दिनांक 81-10-03	वर्तमान परिदृश्य में अधिक उपयोग में नहीं
20.	आईएस 9056 : 1979	का. आ. 2584 दिनांक 81-10-03	वर्तमान में उपयोग में नहीं
21.	आईएस 9191 : 1979	का. आ. 2322 दिनांक 82-07-03	अप्रचलित
22.	आईएस 9546 : 1980	का. आ. 1593 दिनांक 84-05-12	अप्रचलित
23.	आईएस 9594 : 1980	का. आ. 3278 दिनांक 84-10-20	अप्रचलित
24.	आईएस 9598 : 1980	का. आ. 3281 दिनांक 84-10-20	अप्रचलित
25.	आईएस 9657 : 1980	का. आ. 3429 दिनांक 84-11-03	वर्तमान में अधिक उपयोग में नहीं

(1)	(2)	(3)	(4)
26.	आईएस 9658 : 1980	का. आ. 3429 दिनांक 84-11-03	वर्तमान में अधिक उपयोग में नहीं
27.	आईएस 9659 : 1980	का. आ. 3429 दिनांक 84-11-03	वर्तमान में अधिक उपयोग में नहीं
28.	आईएस 10024 : 1981	का. आ. 1294 दिनांक 85-03-30	वर्तमान परिदृश्य में अधिक उपयोग में नहीं
29.	आईएस 10562 : 1983	का. आ. 3328 दिनांक 86-09-27	वर्तमान में उपयोग में नहीं
30.	आईएस 10584 (भाग 1) : 1983	का. आ. 3451 दिनांक 86-10-04	वर्तमान में उपयोग में नहीं
31.	आईएस 10927 (भाग 1) : 1984	का. आ. 0463 दिनांक 87-02-14	आईएस 1501 : 2002 में मिला दिया
32.	आईएस 10927 (भाग 2) : 1984	का. आ. 0463 दिनांक 87-02-14	आईएस 1501 : 2002 में मिला दिया
33.	आईएस 10927 (भाग 3)	का. आ. 0180 दिनांक 93-01-30	आईएस 1501 : 2002 में मिला दिया
34.	आईएस 11306 : 1985	का. आ. 1524 दिनांक 90-06-02	वर्तमान में उपयोग में नहीं
35.	आईएस 11213 : 1985	का. आ. 1356 दिनांक 87-05-30	अप्रचलित
36.	आईएस 12179 : 1987	का. आ. 1542 दिनांक 90-06-02	अप्रचलित
37.	आईएस 12253 : 1987	का. आ. 1545 दिनांक 90-06-02	अप्रचलित
38.	आईएस 12532 : 1988	का. आ. 1758 दिनांक 90-06-30	वर्तमान में उपयोग में नहीं
39.	आईएस 13298 : 1992	का. आ. 0610 दिनांक 93-03-20	वर्तमान में उपयोग में नहीं
40.	आईएस 13470 : 1992	का. आ. 0617 दिनांक 93-03-20	अप्रचलित
41.	आईएस 13974 : 1994	का. आ. 0571 दिनांक 95-03-04	अप्रचलित
42.	आईएस/आईएसओ 14010 : 1996	—	आईएस/आईएसओ 19011 द्वारा अतिक्रमित
43.	आईएस/आईएसओ 14011 : 1996	—	आईएस/आईएसओ 19011 द्वारा अतिक्रमित
44.	आईएस/आईएसओ 14012 : 1996	का. आ. 1880 दिनांक 97-08-02	आईएस/आईएसओ 19011 द्वारा अतिक्रमित

[सं. सीएमडी-4/13 : 7]

एस. के. चौधरी, उपमहानिदेशक (मुहर)

BUREAU OF INDIAN STANDARDS

New Delhi, the 29th July, 2004

S.O. 1919.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, it is, hereby notified that the Indian Standards, Particulars of which are mentioned in the Schedule give hereafter, have been cancelled and stand withdrawn :

SCHEDEULE

Sl. No.	No. & Year of the Indian Standards Cancelled	S. O. No. & Date published in the Gazette of India, Part-II, Section-3, Sub-section (ii)	Remarks
(1)	(2)	(3)	(4)
1.	IS 1501 (Part 1) : 1984	S.O. No. 0462 dated 87-02-14	Merged in IS 1501-2002
2.	IS 1501 (Part 2) : 1984	S.O. No. 0462 dated 87-02-14	Merged in IS 1501-2002
3.	IS 1501 (Part 3) : 1984	S.O. No. 0462 dated 87-02-14	Merged in IS 1501-2002
4.	IS 1754 (Part 1) : 1986	—	Merged in IS 1754-2002
5.	IS 1754 (Part 2) : 1986	—	Merged in IS 1754-2002
6.	IS 1917 : 1962	S. O. No. 1421 dated 63-05-25	This standard has been superseded by various Parts of IS 1917
7.	IS 2000 : 1962	S. O. No. 1573 dated 62-05-26	This standard has been superseded by

(1)	(2)	(3)	(4)
8.	IS 2488 (Part 2) : 1968	S. O. No. 3961 dated 68-11-09	various Parts of IS 2000 All the requirements of this standard have been published as different parts of IS 3025 —do—
9.	IS 2488 (Part 3) : 1968	S. O. No. 4425 dated 68-12-14	
10.	IS 2598 : 1966	S. O. No. 3336 dated 67-09-23	Atomic Energy Regulatory Board (AERB) is authority over the safety for handling the radiographic material
11.	IS 3517 : 1979	S. O. No. 2508 dated 87-07-17	Obsolete
12.	IS 3519 : 1965	S. O. No. 3818 dated 66-12-17	Obsolete
13.	IS 3532 : 1987	S. O. No. 3428 dated 83-09-03	Obsolete
14.	IS 5565 (Part I) : 1969	S. O. No. 3740 dated 71-10-09	Not much in use at present
15.	IS 5565 (Part 2) : 1969	S. O. No. 3740 dated 71-10-09	Not much in use at present
16.	IS 8318 : 1977	S. O. No. 0415 dated 80-02-23	Requirements have been incorporated in IS 15323
17.	IS 8782 : 1978	S. O. No. 1550 dated 81-05-23	Obsolete
18.	IS 9035 : 1978	S. O. No. 2322 dated 82-07-03	Not in much use at the present scenario
19.	IS 9036 : 1978	S. O. No. 2584 dated 81-10-03	Not in much use at the present scenario
20.	IS 9056 : 1979	S. O. No. 2584 dated 81-10-03	Not in much use at the present scenario
21.	IS 9191 : 1979	S. O. No. 2322 dated 82-07-03	Obsolete
22.	IS 9546 : 1980	S. O. No. 1593 dated 84-05-12	Obsolete
23.	IS 9594 : 1980	S. O. No. 3278 dated 84-10-20	Obsolete
24.	IS 9598 : 1980	S. O. No. 3281 dated 84-10-20	Obsolete
25.	IS 9657 : 1980	S. O. No. 3429 dated 84-11-03	Obsolete
26.	IS 9658 : 1980	S. O. No. 3429 dated 84-11-03	Obsolete
27.	IS 9659 : 1980	S. O. No. 3429 dated 84-11-03	Obsolete
28.	IS 10024 : 1981	S. O. No. 1294 dated 85-03-30	Not in much use at the present scenario
29.	IS 10584 (Part 1) : 1983	S. O. No. 3328 dated 86-09-27	Not in much use at the present scenario
30.	IS 10584 (Part 1) : 1983	S. O. No. 3451 dated 86-10-04	Not in much use at the present scenario
31.	IS 10927 (Part 1) : 1984	S. O. No. 0463 dated 87-02-14	Merged in IS 1501 : 2002
32.	IS 10927 (Part 2) : 1984	S. O. No. 0463 dated 87-02-14	Merged in IS 1501 : 2002
33.	IS 10927 (Part 3) : 1991	S. O. No. 0180 dated 93-01-30	Merged in IS 1501 : 2002
34.	IS 11306 : 1985	S. O. No. 1524 dated 90-06-02	Not in use at present
35.	IS 11213 : 1985	S. O. No. 1356 dated 87-05-30	Obsolete
36.	IS 12179 : 1987	S. O. No. 1542 dated 90-06-02	Obsolete
37.	IS 12253 : 1987	S. O. No. 1545 dated 90-06-02	Obsolete
38.	IS 12532 : 1988	S. O. No. 1758 dated 90-06-30	Not in use at present
39.	IS 13298 : 1992	S. O. No. 0617 dated 93-03-20	Not in use at present
40.	IS 13470 : 1992	S. O. No. 0617 dated 93-03-20	Obsolete
41.	IS 13974 : 1994	S. O. No. 0571 dated 95-03-04	Obsolete
42.	IS/ISO 14010 : 1996	—	Superseded by IS/ISO 19011
43.	IS/ISO 14011 : 1996	—	Superseded by IS/ISO 19011
44.	IS/ISO 14012 : 1996	S. O. No. 1880 dated 97-08-02	Superseded by IS/ISO 19011

नई दिल्ली, 29 जुलाई, 2004

का. आ. 1920.—भारतीय मानक व्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (को) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संशोधित भारतीय मानक की संख्या संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि	
(1)	(2)	(3)	(4)
1. आईएस 288 : 1981	संशोधन सं. 1 जून, 2004	30-06-2004	
2. आईएस 318 : 1981	संशोधन सं. 2 जून, 2004	29-06-2004	
3. आईएस 319 : 1989	संशोधन सं. 1 जून, 2004	30-06-2004	
4. आईएस 613 : 2000	संशोधन सं. 1 जून, 2004	30-08-2004	
5. आईएस 2556 (भाग 7) : 1995	संशोधन सं. 3 जून, 2004	14-07-2004	
6. आईएस 2704 : 1983	संशोधन सं. 1 जून, 2004	30-06-2004	
7. आईएस 4076 : 1983	संशोधन सं. 1 जून, 2004	30-06-2004	
8. आईएस 4170 : 1967	संशोधन सं. 2 जून, 2004	30-06-2004	
9. आईएस 4171 : 1983	संशोधन सं. 1 जून, 2004	30-06-2004	
10. आईएस 4412 : 1981	संशोधन सं. 1 जून, 2004	30-06-2004	
11. आईएस 6912 : 1985	संशोधन सं. 1 जून, 2004	30-06-2004	
12. आईएस 7608 : 1987	संशोधन सं. 1 जून, 2004	30-06-2004	
13. आईएस 7811 : 1985	संशोधन सं. 2 जून, 2004	30-06-2004	
14. आईएस 10709 : 1983	संशोधन सं. 1 जून, 2004	30-06-2004	
15. आईएस 10710 : 1983	संशोधन सं. 2 जून, 2004	30-06-2004	
16. आईएस 10723 : 1983	संशोधन सं. 1 जून, 2004	30-06-2004	
17. आईएस 10742 : 1983	संशोधन सं. 1 जून, 2004	30-06-2004	
18. आईएस 12701 : 1996	संशोधन सं. 2 जून, 2004	14-07-2004	
19. आईएस 14846 : 2000	संशोधन सं. 2 जून, 2004	14-07-2004	
20. आईएस 14768 (भाग 2) : 2003	संशोधन सं. 1 जून, 2004	14-07-2004	

इन संशोधनों की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूर्णे तथा तिरुवनन्तपुरम में विक्री हेतु उपलब्ध हैं।

[सं. सीएमडी-4/13 : 5]
एस. के. चौधरी, उप महानिदेशक (मुहर)

New Delhi, the 29th July, 2004

S.O. 1920.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notified that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No. & Year of the No. Indian Standards	No. and year of the Amendment	Date from which the Amendment shall have effect	
(1)	(2)	(3)	(4)
1. IS 288 : 1981	Amendment No. 1 June 2004	30-06-2004	
2. IS 318 : 1981	Amendment No. 2 June 2004	29-06-2004	
3. IS 319 : 1989	Amendment No. 1 June 2004	30-06-2004	
4. IS 613 : 2000	Amendment No. 1 June 2004	30-08-2004	
5. IS 2556 (Part 7) : 1995	Amendment No. 3 June 2004	14-07-2004	
6. IS 2704 : 1983	Amendment No. 1 June 2004	30-06-2004	
7. IS 4076 : 1983	Amendment No. 1 June 2004	30-06-2004	
8. IS 4170 : 1967	Amendment No. 2 June 2004	30-06-2004	
9. IS 4171 : 1983	Amendment No. 1 June 2004	30-06-2004	
10. IS 4412 : 1981	Amendment No. 1 June 2004	30-06-2004	
11. IS 6912 : 1985	Amendment No. 1 June 2004	30-06-2004	
12. IS 7608 : 1987	Amendment No. 1 June 2004	30-06-2004	
13. IS 7811 : 1985	Amendment No. 2 June 2004	30-06-2004	
14. IS 10709 : 1983	Amendment No. 1 June 2004	30-06-2004	
15. IS 10710 : 1983	Amendment No. 2 June 2004	30-06-2004	
16. IS 10723 : 1983	Amendment No. 1 June 2004	30-06-2004	
17. IS 10742 : 1983	Amendment No. 1 June 2004	30-06-2004	
18. IS 12701 : 1996	Amendment No. 2 June 2004	14-07-2004	
19. IS 14846 : 2000	Amendment No. 2 June 2004	14-07-2004	
20. IS 14768 (Part 2) : 2003	Amendment No. 1 June 2004	14-07-2004	

Copy of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Office : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CMD-IV/13 : 5]
S. K. CHAUDHURI, Dy. Director General (Marks)

कोयला और खान मंत्रालय

(कोयला विभाग)

नई दिल्ली, 27 जुलाई, 2004

का. आ. 1921.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 7 की उपधारा (1) के अधीन के राजपत्र, तारीख 14 जून, 2003 में प्रकाशित, भारत सरकार के कोयला मंत्रालय की अधिसूचना सं. का. आ. 1644 तारीख 4 जून, 2003 द्वारा उस अधिसूचना से उपबद्ध अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि का अर्जन करने के अपने आशय की सूचना दी थी।

और केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और मध्य प्रदेश शासन से परामर्श करने के पश्चात् यह समाधान हो गया है कि :—

(क) इससे संलग्न अनुसूची "क" में वर्णित 0.884 हेक्टर (लगभग) या 2.18 एकड़ (लगभग) माप वाली भूमि और

(ख) इससे संलग्न अनुसूची "ख" में वर्णित 652.874 हेक्टर (लगभग) या 1613.25 एकड़ (लगभग) माप वाली भूमि के अधिकार अर्जित किए जाने चाहिए।

अतः आम, केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि :—

(क) अनुसूची "क" में वर्णित 0.884 हेक्टर (लगभग) या 2.18 एकड़ (लगभग) माप वाली भूमि और

(ख) अनुसूची "ख" में वर्णित 652.874 हेक्टर (लगभग) या 1613.25 एकड़ (लगभग) माप वाली भूमि के अधिकार अर्जित किए जाते हैं।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक सं. एसईसीएल/बीएसपी/जीएम/ (योजना)/भूमि 271 तारीख 25 जुलाई, 2003 का निरीक्षण कलेक्शन, शहडोल (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1 काउंसिल हाउस स्ट्रीट, कोलकाता के कार्यालय में या साउथ ईस्टर्न कोलकाता लाइब्रेरी (राजस्व अनुभाग), सीपत मार्ग, बिलासपुर-495006, (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

अनुसूची "क"

खेरहा ब्लाक, सोहागपुर क्षेत्र

जिला—शहडोल (मध्य प्रदेश)

सभी अधिकार

क्रम संख्या	ग्राम का नाम	पटवारी हल्का संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1.	कन्दोहा	93	सोहागपुर	शहडोल	0.884	भाग

योग :—0.884 हेक्टर (लगभग) या 2.18 एकड़ (लगभग)

ग्राम कन्दोहा (भाग) में अर्जित किए गये प्लाट संख्यांक 131, 132 (भाग), 134 (भाग), 135, 136 (भाग),

सीमा वर्णन :

घ-घ1-घ2-घ3 ऐसा विन्दु ग्राम कन्दोहा में विन्दु "घ" से आरंभ होती है और प्लाट संख्या 134 की भाग उत्तरी सीमा, बाद में प्लाट संख्या 132 की वृत्ती सीमा, प्लाट संख्या 132 के मध्य से, प्लाट संख्या 131 की उत्तरी सीमा, प्लाट संख्या 131, 136 की पश्चिमी सीमा से होती हुई विन्दु "घ3" पर मिलती है।

घ3-घ ऐसा प्लाट संख्या 136, 135, 134 से होती हुई आरंभिक विन्दु "घ" पर मिलती है।

अनुसूची "ख"

खेरहा ब्लाक, सोहागपुर क्षेत्र

जिला—शहडोल (मध्य प्रदेश)

खनन अधिकार

क्रम संख्या	ग्राम का नाम	पटवारी हल्का संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1.	खेरहा	93	सोहागपुर	शहडोल	338.608	भाग
2.	खनाथ	93	सोहागपुर	शहडोल	197.613	भाग
3.	कन्दोहा	93	सोहागपुर	शहडोल	116.653	भाग

योग :—652.874 हेक्टर (लगभग) या 1613.25 एकड़ (लगभग)

ग्राम खेरहा (भाग) में अर्जित किए गये प्लाट संख्यांक :—

1. 2 (भाग), 3, 4 (भाग), 5 (भाग), 6 से 50.51 (भाग), 52 (भाग), 53/1 (भाग), 53/2 55 (भाग), 56 से 175, 176 (भाग), 177 से 182, 183 (भाग), 184 (भाग), 187 से 192, 196, 199 से 204, 205 (भाग), 206 से 252, 269 से 315, 327, 493 (भाग), 497 से 500, 504 से 509।

2. ग्राम खनाथ (भाग) में अर्जित किए गये प्लाट संख्यांक :—

32 से 38, 39 (भाग), 42 (भाग), 43 (भाग), 74 से 84, 115 (भाग), 116 से 147, 148/1, 148/2, 148/3, 149 से 190, 191 (भाग), 192 (भाग), 193 से 217, 218 (भाग), 220 से 492, 493 (भाग), 494 से 497, 498 (भाग), 499, 500 (भाग), 501, 1138 से 1162, 1164 (भाग), 1165 (भाग), 1166 (भाग), 1167 से 1222, 1223 (भाग), 1225 (भाग), 1226 (भाग), 1227 (भाग), 1228 (भाग), 1229 से 1242, 1243 (भाग), 1244 (भाग), 1245 (भाग), 1246 (भाग), 1247 (भाग), 1248 (भाग), 1249 से 1266, 1269 (भाग),

3. ग्राम कन्दोहा (भाग) में अर्जित किए गये प्लाट संख्यांक :—

1 (भाग), 3 (भाग), 4 से 23, 24/1, 24/2, 25 से 115, 125 से 150, 152 (भाग), 133, 143 से 148, 155 (भाग), 156 (भाग), 157, 158 (भाग), 159 से 161, 162 (भाग), 163 (भाग), 164 (भाग), 165, 166 (भाग), 167, 168 (भाग), 169 (भाग), 177 (भाग), 178 (भाग), 391/3 (भाग), 115/411 (भाग),

सीमा वर्णन :

क-ख रेखा ग्राम खनाथ में बिन्दु "क" से आंभ होती है और प्लाट संख्या 191, 181, 169, 32, 33, 34 की उत्तरी दिशा, प्लाट संख्या 43, 42 के मध्य से प्लाट संख्या 38 की उत्तरी दिशा, प्लाट संख्या 39 के मध्य से, प्लाट संख्या 74, 76, 84 की उत्तरी दिशा से होती हुई बिन्दु "ख" पर मिलती है।

ख-ख1 रेखा प्लाट संख्या 84, 83, 82, 80 की पूर्वी सीमा, 115, 500 के मध्य से, प्लाट संख्या 501 की पूर्वी सीमा, प्लाट संख्या 498, 493 के मध्य से, प्लाट संख्या 1139, 1138, 1151, 1152, 1153, 1155, 1156, 1162, 1164 की उत्तरी सीमा, प्लाट संख्या 1164, 1165, 1166 के मध्य से, 1266, 1265 की पूर्वी सीमा, प्लाट संख्या 1269, 1248, 1247, 1246, 1245, 1244, 1243, 1228, 1227, 1226, 1225, 1223 के मध्य से होती हुई खेरहा और खनाथ ग्रामों की सम्मिलित सीमा पर बिन्दु "ख" पर मिलती है।

ख1-ग रेखा ग्राम खेरहा में प्लाट संख्या 176, 183, 184 के मध्य से प्लाट संख्या 182, 187, 192, 196, 201, 200, 199, 203 की पूर्वी दिशा, के पश्चात् कन्दोहा ग्राम में प्रवेश करती है और प्लाट संख्या 1 के मध्य से, प्लाट संख्या 4 की उत्तरी दिशा, प्लाट संख्या 3 के मध्य से बाद में बैसाहा नाला के मध्य से होती हुई "ग" पर मिलती है।

ग-घ रेखा वैसाहा नाला से निकलने के पश्चात् ग्राम कन्दोहा में प्रवेश करती है और प्लाट संख्या 391/3, 167, 166, 168, 169, 164, 177, 163, 162, 178, 158, 155, 156 के मध्य से, प्लाट संख्या 148, 147, 143, 133 की दक्षिणी दिशा से होती हुई बिन्दु "घ" पर मिलती है।

घ-घ1-घ2-घ3 रेखा सभी अधिकार क्षेत्र में वर्णनानुसार जाकर बिन्दु "घ3" पर मिलती है।

घ3-ड-च रेखा प्लाट संख्या 129 की पूर्वी दिशा, प्लाट संख्या 129, 125 की दक्षिणी दिशा, प्लाट संख्या 411 के मध्य से, नाला से होती हुई ग्राम खेरहा में प्रवेश करती है और प्लाट संख्या 205 के मध्य से, प्लाट संख्या 509, 508, 504, 500, 497 की दक्षिणी सीमा, प्लाट संख्या 493 के मध्य से, प्लाट संख्या 250, 251, 252, 245, 244, 271, 270, 269, 327, 303, 304, 315, 313, 55 की दक्षिणी दिशा से होती हुई बिन्दु "च" पर मिलती है।

च-क रेखा ग्राम खेरहा के प्लाट संख्या 55, 53/1 के मध्य से, प्लाट संख्या 53/2 की पश्चिमी सीमा, प्लाट संख्या 53/1, 52, 51, 2, 4, 5 के मध्य से होती हुई ग्राम खनाथ में प्रवेश करती है और प्लाट संख्या 218 के मध्य से प्लाट संख्या 194 की पश्चिमी दिशा, प्लाट नम्बर 192, 191 के मध्य से होती हुई आरंभिक बिन्दु "क" पर मिलती है।

[संख्या 43015/8/2001-पी. आर. आई. डब्ल्यू.]

संजय बहादुर, निदेशक

MINISTRY OF COAL AND MINES

(Department of Coal)

New Delhi, the 27th July, 2004

S.O. 1921.—Whereas by the notification of the Government of India in the Ministry of Coal, number S. O. 1644 dated the 4th June, 2003, published in the Gazette of India Part II, Section 3 (ii) dated 14th June, 2003, under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government give notice of its intention to acquire the rights to mine quarry, bore, dig and search for win, work and carry away minerals in the lands in the locality specified in the Schedule appended to that notification;

And whereas the Competent Authority in pursuance of Section 8 of the said Act, has made its report to the Central Government;

And, whereas, the Central Government after considering the said report and after consulting the Government of Madhya Pradesh is satisfied that :—

the lands measuring 0.884 hectares (approximately) or 2.18 acres (approximately) as described in the Schedule 'A' appended hereto; and

the right to the land measuring 652.874 hectares (approximately) or 1613.25 acres (approximately) as described in the Schedule 'B' appended hereto; should be acquired :

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 9 of the said Act, the Central Government hereby declares that—

all rights in or over the land measuring 0.884 hectares (approximately) or 2.18 acres (approximately) as described in the said Schedule 'A', and

the right to mine, quarry, bore, dig, and search for win, work and carry away minerals in the land measuring 652.874 hectares (approximately) or 1613.25 acres (approximately) as described in the said Schedule 'B' are hereby acquired.

The plan bearing Number : SECL/BSP/GM(Plg)/Land/271 dated 25th July, 2003, of the area covered by this notification may be inspected in the Office of the Collector, Shahdol (Madhya Pradesh) or in the Office of the Coal Controller, 1, Council House Street, Kolkata (West Bengal) or in the Office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur (Chhattisgarh).

Schedule 'A'

Khairha Block, Sohagpur Area

District—Shahdol (Madhya Pradesh)

All rights

Sl. No.	Name of village	Patwari halka number	Tahsil	District	Area in hectares	Remarks
1.	Kandoha	93	Sohagpur	Shahdol	0.884	Part
Total : 0.884 hectares (approximately) or 2.18 acres (approximately)						

1. Plot numbers acquired in village Kandoha (Part) :—

131, 132 (Part), 134 (Part), 135 (Part) and 136 (Part)

Boundary description :—

D-D1- Line starts from point 'D' in village Kandoha and passes along the Eastern boundary of plot number 132, then D2-D3 through plot number 132, Northern boundary of plot number 131, Western boundary of plot numbers 131 and 136 and meets at point 'D3'.

D3-D Line passes through plot numbers 136, 135 and 134, and meets at point starting point 'D'.

Schedule 'B'

Khairha Block, Sohagpur Area

District—Shahdol (Madhya Pradesh)

Mining rights

Sl. No.	Name of village	Patwari halka number	Tahsil	District	Area in hectares	Remarks
1.	Khairha	93	Sohagpur	Shahdol	338.608	Part
2.	Khannath	93	Sohagpur	Shahdol	197.613	Part
3.	Kandoha	93	Sohagpur	Shahdol	116.653	Part
Total : 652.874 hectares (approximately) or 1613.25 acres (approximately)						

1. Plot numbers to be acquired in village Khairha (Part) :—

2 (Part), 3, 4 (Part), 5 (Part), 6 to 50, 51 (Part), 52 (Part), 53/1 (Part), 53/2, 55 (Part), 56 to 175, 176 (Part), 177 to 182, 183 (Part), 184 (Part), 187 to 192, 196, 199 to 204, 205 (Part), 206 to 252, 269 to 315, 327, 493 (Part), 497 to 500 and 504 to 509.

2. Plot numbers to be acquired in village Khannath (Part) :—

32 to 38, 39 (Part), 42 (Part), 43 (Part), 74 to 84, 115 (Part), 116 to 147, 148/1, 148/2, 148/3, 149 to 190, 191 (Part), 192 (Part), 193 to 217, 218 (Part), 220 to 492, 493 (Part), 494 to 497, 498 (Part), 499, 500 (Part), 501, 1138 to 1162, 1164 (Part), 1165 (Part), 1166 (Part), 1167 to 1222, 1223 (Part), 1225 (Part), 1226 (Part), 1127 (Part), 1228 (Part), 1229 to 1242, 1243 (Part), 1244 (Part), 1245 (Part), 1246 (Part), 1247 (Part), 1248 (Part), 1249 to 1266 and 1269 (Part).

3. Plot Numbers to be acquired in Kandoha (Part) :—

1(Part), 3 (Part), 4 to 23, 24/1, 24/2, 25 to 115, 125 to 130, 132 (Part), 133, 143 to 148, 155 (Part), 156 (Part), 157, 158 (Part), 159 to 161, 162 (Part), 163 (Part), 164 (Part), 165, 166 (Part), 167 (Part), 168 (Part), 169 (Part), 177 (Part), 178 (Part), 391/3 (Part) and 115/411 (Part).

Boundary description :—

- A-B Line starts from point 'A' in village Khannath and passes along the Northern boundary of plot numbers 191, 181, 169, 32, 33 and 34, through plot numbers 43 and 42, Northern boundary of plot number 38, through plot number 39, Northern boundary of plot numbers 74, 76 and 84, and meets at point 'B'.
- B-B1 Line passes along the Eastern boundary of plot numbers 84, 83, 82 and 80 through plot number 115 and 500 Eastern boundary of plot number 501, through plot numbers 498 and 493, Northern boundary and of plot numbers 1139, 1138, 1151, 1152, 1153, 1155, 1156, 1162 and 1164 through plot numbers 1164, 1165, 1166, Eastern boundary of plot numbers 1266 and 1265, through plot numbers 1269, 1248, 1247, 1246, 1245, 1244, 1243, 1228, 1227, 1226, 1225 and 1223 and meets on the common boundary of villages Khannath-Khairha and meets at point 'B1'.
- BI-C Line passes in village Khairha through plot numbers 176, 183, 184, Eastern boundary of villages 182, 187, 192, 196, 201, 200, 199, 203 then enter in village Kandoha and passes through plot number 1, Northern boundary of plot number 4 and passes through plot number 3, then through Baisaha Nalla and meets at point 'C'.
- C-D Line passes through Baisaha Nalla then enters in village Kandoha and passes through plot numbers 391/3, 167, 166, 168, 169, 164, 177, 163, 162, 178, 158, 155, 156. Eastern boundary of plot numbers 147 and 148, Southern boundary of plot numbers 148, 147, 143, 133 and meets at point 'D'.
- D-D1- Line passes as per All Rights Area boundary description and meets at point D3.
- D2-D3
- D3-E-F Line passes along the Eastern boundary of plot number 129 and Southern boundary of plot numbers 129 and 125, through plot number 411, through nalla and enters in village Khairha passes through plot number 205, Southern boundary of plot numbers 509, 508, 504, 500, 497 through plot number 493, Southern boundary of plot numbers 250, 251, 252, 245, 244, 271, 270, 269, 299, 327, 303, 304, 315, 313 and 55 and meets at point 'F'.
- F-A Line passes in village Khairha through plot numbers 55 and 53/1 along the Western boundary of plot number 53/2, then through plot numbers 53/1, 52, 51, 2, 4 and 5, enters in village Khannath and passes through plot numbers 218, Western boundary of plot number 194, through plot numbers 192 and 191 and meets at the starting point 'A'.

पैट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 26 जुलाई, 2004

का. आ. 1922.—केन्द्रीय सरकार, पैट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) की धारा 2 के खण्ड (क) के अनुसरण में, तारीख 20 जनवरी, 2001 को भारत के राजपत्र में प्रकाशित, भारत सरकार के पैट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 93 में निम्नलिखित संशोधन करती है, इसके उपरांत यह अधिसूचना का.आ. संख्या 610 तारीख 13-03-2004 द्वारा संशोधित की गई है, अर्थात् :—

उक्त अधिसूचना की अनुसूची में, स्तम्भ 1 में, “श्री केदार मल गुप्ता”, शब्दों के स्थान पर, “श्री ओ. पी. गुप्ता”, शब्द रखे जाएंगे।

[सं. आर-25011/50/2000-ओ. आर.-I]
रेणुका कुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 26th July, 2004

S.O. 1922.—In pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 93 published in the Gazette of India on the 20th January, 2001, subsequently amended vide number S.O. 610 dated 13-03-2004, namely :—

In the said notification, in the Schedule, in column 1, for the words, “Shri Kedar Mal Gupta” the words “Shri O. P. Gupta” shall be substituted.

[File No. R-25011/50/2000-OR-I]

RENUKA KUMAR, Under Secy.

नई दिल्ली, 26 जुलाई, 2004

का. आ. 1923.—केन्द्रीय सरकार ने पैट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी और भारत के राजपत्र में प्रकाशित भारत सरकार के पैट्रोलियम एवं प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 407 दिनांक 20-02-2004 द्वारा उत्तरांचल राज्य में होकर उत्तर प्रदेश राज्य में सहारनपुर से नजीबाबाद तक इण्डियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पैट्रोलियम उत्पादों के परिवहन हेतु उक्त अधिसूचना से संलग्न अनुसूची में विर्तिदिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को दिनांक 12-3-2004 को उपलब्ध करा दी गई थी;

और सक्षम अधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विर्तिदिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना में संलग्न अनुसूची में विर्तिदिष्ट भूमि में उपयोग का अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय सभी बिलांगमों से मुक्त होकर इण्डियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : लक्ष्मी जिला : हरिद्वार राज्य : उत्तरांचल

ग्राम का नाम	खसरा सं.	क्षेत्रफल		
		है.	आर	सेन्टी आर
(1)	(2)	(3)	(4)	(5)
भूर्णी खतीरपुर	129	00	03	00
खेड़ी मुबारकपुर	64/2	00	09	76
अकोड़ा औरंगजेबपुर	278	00	07	00
खड़ंजा कुतुबपुर	693	00	08	93
	750/1	00	02	05
खेड़ी खुर्द	2	00	04	91
कुड़ी	28	00	00	57
रायसी	87	00	01	00
	01	00	01	20
	10	00	00	50
	585	00	00	46
	497	00	03	20
	551	00	00	50
	611	00	07	00
	498	00	02	40

[संख्या आर-25011/28/2002-ओ.आर.-1]

रेणुका कुमार, अवर सचिव

New Delhi, 26th July, 2004

S.O. 1923.—Whereas the Notification of the Government of India in the Ministry of Petroleum and Natural Gas, Published in the Gazette of India vide S.O. No. 407 dated the 20th February, 2004, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act). The Central Government declared its intention to acquire the Right of User in the Land specified in the Schedule appended to this notification for the purpose of laying pipeline for the transportation of Petroleum products from Saharnpur to Najibabad in the State of Uttar Pradesh through Distt. Haridwar (Uttaranchal) by the Indian Oil Corporation Limited:

And whereas, copies of the said Gazette notification were made available to the public on 12-3-2004;

And whereas, the Competent Authority in pursuance of sub-section (1) of Section 6 of the said Act, has submitted his report to the Central Government;

And, whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification should be acquired;

And, further in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest, from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

Tehsil : Laksar Distt.: Haridwar State : Uttaranchal

Village	Khasra No.	Area		
		Hectare	Are	Centi are
(1)	(2)	(3)	(4)	(5)
Bhurni Khatirpur	129	00	03	00
Kheri Mubarakpur	64/2	00	09	76

	(1)	(2)	(3)	(4)	(5)
Akhoda Aurangjebpur	278	00	07	00	
Khadanja Kutubpur	693	00	08	93	
	750/1	00	02	05	
Kheri Khurd	2	00	04	91	
Kudi	28	00	00	57	
Raisi	87	00	01	00	
	01	00	01	20	
	10	00	00	50	
	585	00	00	46	
	497	00	03	20	
	551	00	00	50	
	611	00	07	00	
	498	00	02	40	

[No. R-25011/28/2002-OR-1]

RENUKA KUMAR, Under Secy.

नई दिल्ली, 27 जुलाई, 2004

का. आ. 1924.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि उत्तर प्रदेश राज्य में एस बी स्टेशन में स्थित सचेन्डी में विद्यमान एच बी जे पाइपलाइन परियोजना से सिटी गेट स्टेशन फजलगंज, कानपुर तक प्राकृतिक गैस के परिवहन के लिए गेल (इण्डिया) लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, श्री बी. एम. मित्र, सक्षम प्राधिकारी, गेल (इण्डिया) लिमिटेड, बी-35 व 36, सैकटर-1, नोएडा-201 301 (उत्तर प्रदेश) को लिखित रूप में आगेक्ष भेज सकेगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल (हैक्टेयर में)
1	2	3	4	5
कानपुर	कानपुर	बिनौर	1091	0.0408
			1074	0.0510
			140	0.0420
		189 (रास्ता)	0.0120	
		338	0.0020	
		1089	0.0140	
		161	0.0020	
		1088	0.0400	
		1067	0.0060	
		1066	0.0030	
		कुल	0.2128	
संचेडी		2173	0.0030	
		2174	0.0360	
	2410 (चक रोड़)	0.0120		
		1157	0.3012	
		1149	0.0180	
		1388	0.0240	
		1396	0.0292	
		कुल	0.4234	
रामपुर भीमसेन		367	0.1920	
		370	0.1280	
		354	0.0020	
	351 (चक रोड़)	0.0120		
		कुल	0.3340	

[फाइल सं. एल-14014/4/2004-जी.पी.]
स्वामी सिंह, निदेशक

New Delhi, the 27th July, 2004

S.O. 1924.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas from existing SV Station at Sachendi on HVJ pipeline project to City Gate Station at Fazalgunj, Kanpur in the State of Uttar Pradesh, a pipeline should be laid by the GAIL (India) Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is

necessary to acquire to right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to Shri B. M. Mishra, Competent Authority, GAIL (India) Limited, B-35 & 36, Sector-1, Noida-201 301 (Uttar Pradesh).

SCHEDULE

District	Tehsil	Village	Khasra No.	Area to be acquired for ROU (In Hectare)
(1)	(2)	(3)	(4)	(5)
Kanpur	Kanpur	Binour	1091	0.0408
			1074	0.0510
			140	0.0420
		189 (Rasta)	0.0120	
		338	0.0020	
		1089	0.0140	
		161	0.0020	
		1088	0.0400	
		1067	0.0060	
		1066	0.0030	
		Total	0.2128	
	Sachendi	2173	0.0030	
		2174	0.0360	
	2410 (Chak Road)	0.0120		
		1157	0.3012	
		1149	0.0180	
		1388	0.0240	
		1396	0.0292	
		Total	0.4234	
Rampur		367	0.1920	
Bhimsen		370	0.1280	
		354	0.0020	
	351 (Chak Road)	0.0120		
		Total	0.3340	

[File No. L-14014/4/2004-G.P.]
SWAMI SINGH, Director

नई दिल्ली, तारीख 27 जुलाई, 2004

का. आ. 1925.—केन्द्र सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में मध्य प्रदेश राज्य के राज्यक्षेत्र के भीतर, उक्त अधिनियम के अधीन मांगल्या (इन्दौर) से पियाला/बिजवासन तक भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड (बीपीसीएल) की मुम्बई-मांगल्या पाइपलाइन विस्तार परियोजना के लिए बीपीसीएल में प्रतिनियुक्ति पर श्री वी. पी. पाठक, संयुक्त निदेशक, उद्योग, मध्य प्रदेश सरकार को सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. आर-31015/8/2004-ओआर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 27th July, 2004

S.O. 1925.—In pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby authorizes Shri V. P. Pathak, Joint Director, Industries, Government of Madhya Pradesh on deputation to Bharat Petroleum Corporation Limited (BPCL) to perform the functions of the competent authority for BPCL's Mumbai-Mangly Pipeline Extension Project from Mangly (Indore) to Piyala/Bijwasan, under the said Act, within the territory of the State of Madhya Pradesh.

[No. R-31015/8/2004-OR. II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 29 जुलाई, 2004

का. आ. 1926.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 1962, तारीख 15-06-2002 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा गुजरात राज्य में हज़ीरा—डरान पाइपलाइन परियोजना के माध्यम से पेट्रोलियम गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियाँ जनता को तारीख 05-10-2002 तक उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के संबंध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अनुशास्त कर दिया गया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के ३.धीर केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइनें बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइनें बिछाने के उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि पाइपलाइनें बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने की बायाय, पाइपलाइनें बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्टंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे नं.	आर.ओ.सू. अर्जित करने के लिए क्षेत्रफल (हेक्टेयर में)
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1	2	3	4	5
बालसाड	उमरगाँव	अंकलास	147	0-09-50
		नाला		0-04-50
		सरकारी जमीन	0-43-00	
		नाला		0-01-50
		146		0-08-00
		सरकारी जमीन	0-38-50	
		142		0-10-50
		सरकारी जमीन	0-21-00	
		143		0-06-00
		सरकारी जमीन	0-27-00	
		160		0-10-20
		सरकारी जमीन	0-20-50	
		461		0-15-00
		सरकारी जमीन	0-45-00	
		194		0-16-50
		सरकारी जमीन	0-55-00	
		238		0-07-50
		237		0-02-85
		सरकारी जमीन	0-09-50	
		नहर		0-07-50
		239		0-19-50

1	2	3	4	5
बालसाड	उमरगांव	अंकलास	303	0-57-00
			236	0-04-50
			209	0-61-50
			252	0-09-00
			253	0-31-00
			256	0-18-00
			257	0-19-50
	सरकारी जमीन		0-18-90	
	276		0-07-50	
	सरकारी जमीन		0-66-00	
	229		0-21-00	
	सरकारी जमीन		0-16-50	
	268		0-01-50	
	26		0-12-50	
	270		0-07-50	
	सरकारी जमीन		0-53-50	
	योग		07-83-95	

[फाइल सं.-एल. 14014/12/03-जी.पी. (भाग-I)]
एस. बी. मण्डल, अवर सचिव

New Delhi, the 29th July, 2004

S.O. 1926.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1962, dated 15-06-2002 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of Natural Gas through Hazira—Uran pipeline project in the State of Gujarat by the GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public on the 05-10-2002;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the competent authority;

And whereas the competent authority has, under sub-section (1) of Section 6 of the said Act, submitted its report to the Central Government;

And whereas the Central Government has, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedule is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the GAIL (India) Limited, free from all encumbrances.

SCHEDELE

Distt.	Tehsil	Village	Survey No.	Area to be Acquired for R.O.U. (in Hectare)
1	2	3	4	5
Valsad	Umargam	Ankalas	147	0-09-50
		Nala	461	0-04-50
		Govt. Land	143	0-43-00
		Nala	146	0-01-50
		Govt. Land	142	0-08-00
		Govt. Land	143	0-38-50
		Govt. Land	144	0-10-50
		Govt. Land	145	0-21-00
		Govt. Land	146	0-06-00
		Govt. Land	147	0-27-00
		Govt. Land	148	160
		Govt. Land	149	0-10-20
		Govt. Land	150	0-20-50
		Govt. Land	151	461
		Govt. Land	152	0-15-00
		Govt. Land	153	0-45-00
		Govt. Land	154	194
		Govt. Land	155	0-16-50
		Govt. Land	156	0-55-00
		Govt. Land	157	238
		Govt. Land	158	0-07-50
		Govt. Land	159	237
		Govt. Land	160	0-02-85
		Canal	161	0-09-50
		Govt. Land	162	0-07-50
		Govt. Land	163	239
		Govt. Land	164	0-19-50
		Govt. Land	165	303
		Govt. Land	166	0-57-00
		Govt. Land	167	236
		Govt. Land	168	0-04-50
		Govt. Land	169	209
		Govt. Land	170	0-61-50
		Govt. Land	171	252
		Govt. Land	172	0-09-00
		Govt. Land	173	253
		Govt. Land	174	0-31-00
		Govt. Land	175	256
		Govt. Land	176	0-18-00
		Govt. Land	177	257
		Govt. Land	178	0-19-50
		Govt. Land	179	276
		Govt. Land	180	0-18-90
		Govt. Land	181	229
		Govt. Land	182	0-66-00
		Govt. Land	183	268
		Govt. Land	184	0-21-00
		Govt. Land	185	26
		Govt. Land	186	0-12-50
		Govt. Land	187	270
		Govt. Land	188	0-07-50
		TOTAL	189	0-53-50
		TOTAL	190	07-83-95

[File No. L-14014/12/03-G.P. (Part-I)]
S. B. MANDAL, Under Secy.

नई दिल्ली, 29 जुलाई, 2004

का. आ. 1927.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि महाराष्ट्र राज्य में अम्बेवाडी से थाल पाइपलाइन तक पेट्रोलियम गैस के परिवहन के लिए गेल (इण्डिया) लिमिटेड द्वारा, एक पाइपलाइन विद्युत जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन विद्युत के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन विद्युत जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उम्भ भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती हैं;

कोइ व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उप धारा (1) के अधीन भारत के राजपत्र में यथा-प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन विद्युत जाने के संबंध में, श्री ए.आर. शिण्डे, सक्षम प्राधिकारी, गेल (इण्डिया) लिमिटेड, सैकटर 8बी, गेल कालोनी, तृतीय तल, 3 डी 1 सीबीडी, बेलापुर, नवी मुम्बई, महाराष्ट्र को लिखित रूप में आमेक्ष भेज सकेगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए थेट्रफल (हेक्टेयर में)
1	2	3	4	5
रायगढ़	अलिबाग	नेराकिल्ले	सरकारी जमीन	00-17-00
	सागरगढ़	1		00-37-00
		नाला		00-09-00
		टेकडी		00-09-00

रायगढ़	अलिबाग	किहीम	644 पी	00-01-00
		643 पी	00-12-00	
		रेलवे	00-02-00	
		642/बी पी	00-01-00	
		642/ए पी	00-16-00	
		641 पी	00-16-00	
		627 पी	00-08-00	
		रेलवे	00-03-00	
		631	00-11-00	
		630	00-05-00	

1	2	3	4	5
रायगढ़	अलिबाग	किहीम	रायगढ़ अलिबाग किहीम	611 00-06-00
				672 00-03-00
				673 00-10-00
				रेलवे 00-08-00
रायगढ़	अलिबाग	खारसिमदेवी	10/2 पी	00-01-00
			10/4 पी	00-06-00
			10/5 पी	00-04-00
			11/1 पी	00-05-00
			11/3+4 पी	00-05-00
			11/6 पी	00-06-00
			12/1+2 पी	00-01-00
			12/3 पी	00-12-00
			12/4 पी	00-05-00
			12/4 ए+5	00-05-00
			16	00-08-00
रायगढ़	अलिबाग	खरसांबरी	नाला	00-06-00
			191	00-10-00
			193	00-17-00
			192	00-14-00
			186	00-04-00
			184	00-08-00
			185	00-18-00
			176	00-14-00
			175	00-22-00
			167	00-15-00
			168	00-03-00
			166	00-08-00
			164	00-15-00
			165	00-16-00
			नाला	00-04-00
			147	00-01-00
			154	00-03-00
			148	00-09-00
			153	00-04-00
			149	00-01-00
			152	00-34-00
			150	00-00-50
			नाला	00-03-00
			117	00-22-00
			118/ए+बी	00-01-00
रायगढ़	अलिबाग	गण तफे	19/3 पी	00-03-00
		परहुर	सरकारी जमीन	00-58-00
			20/1 पी	00-03-00
			20/2 पी	00-04-00

1	2	3	4	5	1	2	3	4	5
रायगढ़	अलिबाग	कोपरी खारे	5/1+2 पी	00-08-00	रायगढ़	अलिबाग	खत्विरा खार	10	00-12-00
			4	00-10-00				9	00-05-00
			3	00-03-00				119	00-01-00
			6	00-01-00				नाला	00-05-00
			2/1+2	00-29-00				19	00-01-00
			नाला	00-05-00				20	00-03-00
			8	00-01-00				22	00-00-50
			9	00-11-00				नाला	00-06-00
			10	00-17-00				40	00-30-00
			11	00-03-00				42	00-15-00
			12	00-14-00				41	00-06-00
			नाला	00-03-00				47	00-00-50
			18	00-29-00				46	00-14-00
			17	00-01-00				54	00-01-00
			19	00-05-00				57	00-47-00
			20	00-17-00				58	00-00-50
			21	00-04-00				61	00-30-00
			23	00-23-00				96	00-02-00
			24	00-11-00				74	00-16-00
			25	00-08-00				93	00-02-00
			नाला	00-03-00				95	00-08-00
			39	00-11-00				94	00-03-00
			42	00-01-00				92	00-18-00
			40	00-07-00				91	00-11-00
			38	00-07-00				90	00-05-00
			41	00-03-00				85	00-06-00
			45	00-33-00				84	00-04-00
			49/बी पी	00-07-00				83	00-00-50
			48	00-14-00				82	00-10-00
			53	00-16-00				81	00-09-00
			54	00-01-00	रायगढ़	अलिबाग	खरमोरविरा	5	00-07-00
			55	00-12-00				शिल	00-06-00
			56	00-15-00				नदी	00-07-00
			नाला	00-20-00					
			101	00-05-00	रायगढ़	अलिबाग	कुसुंबले	251	00-00-50
			84	00-14-00				250	00-17-00
			85	00-16-00				249	00-10-00
			नाला	00-48-00				207	00-07-00
			87	00-04-00				206	00-01-00
					रायगढ़	अलिबाग	खरखबाड़	110	00-02-00
रायगढ़	अलिबाग	खत्विरा खार	6	00-03-00				118	00-02-00
			13	00-14-00				111	00-01-00
			7	00-11-00				117	00-08-00
			12	00-20-00				119	00-02-00
			11	00-05-00				120	00-02-00

1	2	3	4	5	1	2	3	4	5
रायगढ़	अलिबाग	खरखवाड	121	00-09-00	रायगढ़	अलिबाग	पोयनाड	82/1 पी	00-16-00
			116	00-07-00				82/2 पी	00-07-00
			122	00-08-00				83	00-04-00
			125	00-01-00				182	00-68-00
			124	00-11-00				180	00-35-00
			123	00-01-00				185/ ए1	00-30-00
			133	00-18-00				85/सी पी	00-01-00
			132	00-03-00	रायगढ़	अलिबाग	आंबेघर	33/1 पी	00-04-00
			134	00-03-00				33/2+3	00-08-00
			131	00-09-00				33/4 पी	00-08-00
			152	00-13-00				33/5 पी	00-05-00
			130	00-02-00				33/6 पी	00-15-00
			153	00-17-00				34/1 पी	00-10-00
			154	00-23-00				35/1/1 पी	00-08-00
			45	00-02-00				35/1/2 पी	00-06-00
			48	00-02-00				36	00-38-00
			46	00-15-00				21/1 पी	00-26-00
			47	00-15-00				21/2 पी	00-02-00
		नाला	नाला	00-03-00				41/1 पी	00-12-00
			37	00-12-00				41/2 पी	00-15-00
			36	00-23-00				41/3 पी	00-08-00
			33	00-28-00				41/4 पी	00-03-00
			31	00-13-00				17/1 पी	00-05-00
			29	00-01-00					
रायगढ़	अलिबाग	देहेनकोनी	2	00-01-00				18	00-04-00
			89	00-32-00				19	00-04-00
			90/3 पी	00-17-00				32	00-01-00
			90/2/2 पी	00-02-00	रायगढ़	अलिबाग	आंबेपुर	66/ए2 पी	00-39-00
			90/1 पी	00-31-00				66/3 पी	00-30-00
			90/2/1 पी	00-03-00				57/1ए पी	00-19-00
रायगढ़	अलिबाग	पोयनाड	58	00-04-00				57/3 पी	00-23-00
			57	00-02-00				57/4 पी	00-19-00
			59	00-15-00				56/1 पी	00-15-00
			60	00-17-00				56/2ए पी	00-14-00
			61/1 ए पी	00-02-00				19/1/1ए पी	01-05-00
			61/1 बी पी	00-12-00				15/1 पी	00-02-00
			61/3 पी	00-15-00				15/2 पी	00-07-00
			62/1 ए पी	00-01-00				16/1इ पी	00-25-00
			63	00-24-00				16/2 पी	00-04-00
			64	00-08-00				16/4 पी	00-02-00
			67/1 पी	00-31-00				16/5 पी	00-03-00
			67/2 पी	00-02-00				18/1ए पी	00-05-00
			67/4 पी	00-01-00				18/2ए पी	00-12-00
			67/5 पी	00-02-00				18/3 पी	00-01-00

1	2	3	4	5	1	2	3	4	5
रायगढ़	अलिबाग	कामार्ले	124	01-34-00	रायगढ़	अलिबाग	गण तर्फे	40	00-02-00
			119	00-02-00			श्रीगांव	35	00-08-00
			125	00-07-00				34	00-09-00
			126	00-25-00				37	00-02-00
		सरकारी जमीन	00-52-00						
			133	00-35-00	रायगढ़	अलिबाग	मेडखार	412	00-01-00
रायगढ़	अलिबाग	भाकरवाड़	नदी	00-22-00				413	00-07-00
			13/ ए पी	00-20-00				414	00-03-00
			6/4ए पी	00-13-00				415	00-12-00
			6/4बी पी	00-07-00				417	00-10-00
			6/5 पी	00-06-00				5	00-03-00
			6/7 पी	00-05-00				6	00-01-00
			6/8 पी	00-02-00				4	00-06-00
			7/4 पी	00-14-00				3	00-09-00
			7/5ए पी	00-12-00				2	00-05-00
			7/5बी पी	00-09-00				1	00-02-00
			7/6ए पी	00-09-00			सरकारी जमीन		00-10-00
			8/1 पी	00-10-00	रायगढ़	अलिबाग	बागाविरा	83	00-03-00
			8/3 पी	00-10-00				82	00-13-00
			8/6 पी	00-01-00				81	00-10-00
			11/1ए पी	00-16-00				77	00-01-00
			11/2 पी	00-12-00				85	00-06-00
			11/3 पी	00-01-00				80	00-09-00
			11/4 पी	00-01-00				29	00-14-00
			11/5 पी	00-23-00				30	00-12-00
			10/2 पी	00-07-00				28	00-10-00
			10/3 पी	00-07-00				31	00-10-00
			10/4 पी	00-14-00				33	00-02-00
			10/9 पी	00-01-00				26	00-00-50
रायगढ़	अलिबाग	गण तर्फे	16/1 पी	00-15-00				32	00-27-00
	श्रीगांव		16/2 पी	00-12-00				20	00-24-00
			15/1 पी	00-08-00				19	00-08-00
			15/2 पी	00-16-00				21	00-09-00
			15/3 पी	00-15-00				17	00-10-00
			22	00-08-00				16	00-10-00
			21/1 पी	00-27-00				7	00-03-00
			20	00-30-00				8	00-26-00
			23/1 पी	00-02-00				2	00-13-00
			27/3 पी	00-13-00				1	00-10-00
			27/4 पी	00-18-00			गांवठाणे		00-07-00
			23/ए पी	00-46-00	रायगढ़	अलिबाग	चिखलखार	16	00-09-00
			28	00-03-00				17	00-26-00
		रास्ता	00-03-00					19	00-14-00
			36	00-02-00				24	00-17-00

1	2	3	4	5	1	2	3	4	5
रायगढ़	अलिबाग चिखलखार		25	00-00-50	रायगढ़	अलिबाग खारफणसापूर	91ए	00-02-00	
			30	00-18-00			89	00-25-00	
			54	00-00-50			49	00-21-00	
			13	00-48-00			88	00-00-50	
			53	00-16-00			87	00-08-00	
			52	00-07-00			50	00-14-00	
			60	00-05-00			52	00-00-50	
			59	00-12-00			51	00-08-00	
			102	00-16-00			78	00-10-00	
			101	00-06-00			77	00-17-00	
			103	00-16-00			74	00-00-50	
			109	00-04-00			70	00-05-00	
			108	00-13-00			69	00-08-00	
			107	00-06-00			नाला	00-25-00	
			नाला	00-03-00			57	00-01-00	
			111	00-02-00			68	00-04-00	
							67	00-10-00	
रायगढ़	अलिबाग भावभला		37	00-15-00			60	00-13-00	
			34	00-29-00			नाला	00-05-00	
			35	00-15-00					
			33	00-11-00	रायगढ़	अलिबाग पिटकिरी	231	00-04-00	
			46	00-24-00			250	00-00-50	
			47	00-13-00			251	00-22-00	
			56	00-14-00			256	00-12-00	
			55	00-12-00			263	00-05-00	
			57	00-01-00			262	00-11-00	
			51	00-25-00			274	00-26-00	
			54	00-00-50			277	00-16-00	
			52	00-15-00			282	00-09-00	
			53	00-11-00			281	00-00-50	
							283	00-05-00	
रायगढ़	अलिबाग खारफणसापूर		137	00-41-00			नाला	00-03-00	
			202	00-04-00			291	00-05-00	
			133	00-07-00			292	00-05-00	
			136	00-08-00			294	00-22-00	
			135	00-11-00			296	00-17-00	
			123	00-12-00			297	00-05-00	
			124	00-03-00			नाला	00-06-00	
			122	00-19-00			300	00-03-00	
			नाला	00-05-00			303	00-22-00	
			104	00-17-00			304	00-26-00	
			105	00-05-00					
			106	00-08-00	रायगढ़	अलिबाग नवखार तफे	सरकारी जमीन	00-33-00	
			108	00-19-00		श्रीगांव	49	00-20-00	
			नाला	00-02-00			45	00-20-00	
			90ए+दो	00-21-00			44	00-02-00	

1	2	3	4	5	1	2	3	4	5
रायगढ़	अलिबाग	नवखार तफे	43	00-20-50	रायगढ़	अलिबाग	कुरकुंडी	174/1	00-05-00
	श्रीगांव		42	00-03-00			कोलटेंभी	177	00-01-00
			67	00-17-00				185/14	00-02-00
			68	00-09-00				185/15	00-21-00
			70	00-00-50				185/16	00-07-00
			69	00-08-00				सरकारी जमीन	00-23-00
			71	00-03-00	रायगढ़	अलिबाग	खारपेश्वारी	43	00-02-00
			81	00-03-00				44	00-10-00
			73	00-23-00				45	00-03-00
			75	00-15-00				46	00-16-00
		नाला	00-14-00					38	00-04-00
			78	00-00-50				52	00-03-00
			77	00-03-00				51	00-08-00
			76	00-03-00				53	00-03-00
		123	00-20-00					54	00-04-00
		126	00-14-00					55	00-01-00
		121	00-17-00					50	00-02-00
		122	00-03-00					58	00-15-00
		120	00-15-00					59	00-12-00
		112	00-07-00					68	00-03-00
		113	00-15-00					70	00-10-00
		111	00-04-00					87	00-04-00
								71	00-08-00
रायगढ़	अलिबाग	कुरकुंडी	96	00-06-00				84	00-23-00
		कोलटेंभी	97	00-19-00				72	00-01-00
			रोड	00-03-00				83	00-15-00
			145	00-17-00				85	00-01-00
			151	00-17-00				39	00-03-00
			150/1	00-09-00				82	00-29-00
			150/2	00-24-00				108	00-02-00
			148	00-06-00				109	00-03-00
			157	00-04-00				114	00-17-00
			158	00-08-00				115	00-04-00
			159	00-08-00				113	00-15-00
			160/2	00-08-00				119	00-04-00
			161	00-15-00				120	00-12-00
			166	00-14-00				126	00-11-00
			165	00-44-00				125	00-03-00
		नाला	00-04-00					123	00-02-00
		सरकारी जमीन	00-08-00					122	00-08-00
			163	00-15-00				333	00-08-00
			डोगर भाग	00-66-00				270	00-03-00
			सरकारी जमीन	00-02-00				273	00-25-00
			173	00-25-00				272	00-21-00
								नाला	00-08-00

1	2	3	4	5	1	2	3	4	5
रायगढ़	अलिबाग	तलवडे	174	00-03-00	रायगढ़	अलिबाग	भिसराई	44 पी	00-04-00
			173	00-03-00				54 पी	00-08-00
		सरकारी जमीन	00-31-00					58 पी	00-05-00
			171	00-00-50				55 पी	00-10-00
		156/ए+बी	00-07-00					56 पी	00-12-00
			169	00-08-00				122 पी	00-04-00
			157	00-20-00				121	00-19-00
			158	00-21-00				76	00-03-00
			159	00-15-00				75	00-02-00
		सरकारी जमीन	00-02-00					77	00-47-00
			150	00-01-00				97	00-09-00
			160	00-00-50				98	00-08-00
			162	00-08-00				99	00-21-00
			148	00-22-00				101	00-01-00
			149	00-00-50				102	00-13-00
			62	00-15-00				104	00-20-00
			147	00-01-00				105	00-01-00
			146	00-00-50				93	00-12-00
			63	00-17-00				106	00-28-00
			56	00-13-00				109	00-03-00
			66	00-04-00	रायगढ़	अलिबाग	खारदुर्गादर्या	3/3 पी	00-11-00
			53	00-08-00				3/2ए पी	00-14-00
			55	00-01-00				3/2बी पी	00-19-00
			54	00-12-00				3/1 पी	00-47-00
			34	00-03-00				6/1बी पी	00-01-00
			33	00-12-00				2/पी	00-52-00
			32	00-09-00				1/3 पी	00-05-00
			31	00-13-00				1/2 पी	00-02-00
			1	00-09-00				नाला	00-05-00
			2	00-26-00	रायगढ़	अलिबाग	सोगांव	194	00-01-00
			3	00-05-00				192/ए पी	00-15-00
			4	00-02-00				193	00-07-00
			5	00-04-00				182	00-28-00
			6	00-06-00				181	00-40-00
			7	00-01-00				179	00-10-00
रायगढ़	अलिबाग	बामणसुरे	रेलवे	00-23-00				178	00-07-00
			43/ए पी	00-17-00				नाला	00-03-00
			42	00-02-00				141	00-02-00
			44	00-01-00				142	00-46-00
रायगढ़	अलिबाग	भिसराई	37 पी	00-02-00				144	00-21-00
			38 पी	00-02-00				145	00-21-00
			39 पी	00-25-00				132	00-45-00
			40 पी	00-11-00				133	00-20-00
			43 पी	00-12-00				128	00-11-00
								129	00-26-00

1	2	3	4	5	1	2	3	4	5
रायगढ़	अलिबाग	सोगांव	नाला	00-03-00	रायगढ़	अलिबाग	मापगांव	318	00-04-00
			60	00-14-00				318/ए	00-08-00
			59	00-17-00				नाला	00-03-00
			64	00-09-00					
			63	00-18-00	रायगढ़	अलिबाग	बहिर्दे	190	00-18-00
			62	00-01-00				191/ए पी	00-01-00
			110	00-14-00				191/बी पी	
			109	00-09-00				260	00-04-00
			105	00-12-00				263	00-02-00
			104	00-02-00				262	00-12-00
			78	00-17-00				267	00-12-00
			103/ए पी	00-07-00				268	00-21-00
			79	00-08-00				269	00-24-00
			80	00-13-00				259	00-05-00
			93	00-13-00				270	00-02-00
			81	00-01-00				281	00-09-00
			92	00-48-00				280	00-14-00
			89	00-01-00				278	00-02-00
			90	00-32-00				277	00-18-00
			91	00-15-00				279	00-19-00
								193	00-03-00
रायगढ़	अलिबाग	मापगांव	नाला	00-03-00				292	00-02-00
			नाला	00-07-00				298	00-22-00
			204	00-23-00				296	00-03-00
			207	00-14-00				297	00-13-00
			208	00-13-00				300/बी पी	00-05-00
			223	00-14-00				300/ए पी	00-13-00
			229	00-09-00				नाला	00-05-00
			228	00-14-00	रायगढ़	अलिबाग	मुशेत	91	00-02-00
			226	00-13-00				92	00-13-00
			227	00-01-00				93	00-30-00
			225	00-02-00				94	00-01-00
			225/ए	00-04-00				111/ए पी	01-10-00
			244	00-04-00				रेलवे	00-15-00
			232	00-11-00					
			235	00-09-00	रायगढ़	अलिबाग	परहुरपाडा	348	00-04-00
			246	00-01-00				347	00-39-00
			237	00-04-00				343	00-12-00
			238	00-02-00				341	00-19-00
			242	00-06-00				334	00-02-00
			241	00-10-00				335	00-22-00
			239	00-03-00				340	00-01-00
			240	00-08-00				336	00-12-00
			150	00-10-00				332	00-02-00
			251	00-09-00				337	00-08-00

1	2	3	4	5	1	2	3	4	5
रायगढ़	अलिबाग	परहुरपाडा	338	00-09-00	रायगढ़	पेण	खारकोली	28/1 पी	00-02-00
			321	00-04-00				30/5 पी	00-28-00
			322	00-20-00				30/3 पी	00-03-00
			323	00-04-00				30/4 पी	00-05-00
			299	00-03-00				30/2 पी	00-02-00
			300	00-09-00				सरकारी जमीन	00-28-00
			298	00-01-00				97	00-02-00
			301	00-19-00	रायगढ़	पेण	तारशेत	नदी	00-28-00
			297	00-13-00				31	00-09-00
			286	00-07-00				13	00-12-00
			287	00-07-00				12	00-05-00
			288	00-19-00				11	00-06-00
			289	00-05-00				10	00-03-00
			291	00-11-00				9	00-05-00
			290	00-09-00				8	00-14-00
			292	00-08-00					
		नाला	नाला	00-03-00	रायगढ़	पेण	झोतीरपाडा	107/ए (204)	00-32-00
			211	00-28-00				97	00-09-00
			205	00-01-00				98/1	00-09-00
	एम	आई डी सी	00-06-00					98/2ए पी	00-15-00
			208	00-01-00				98/2बी पी	00-15-00
रायगढ़	पेण	खारकोली	92/ए+बी पी	00-19-00				98/2सी पी	00-05-00
			6	00-02-00				98/2डी पी	00-11-00
			7/4 पी	00-08-00				100	00-01-00
			7/3 पी	00-07-00	रायगढ़	पेण	खारमुद्धी	209	00-06-00
			7/2 पी	00-20-00				211	00-02-00
			9/5 पी	00-13-00				205	00-13-00
			9/6 पी	00-08-00				208	00-05-00
			9/4 पी	00-01-00				206	00-03-00
			9/3 पी	00-23-00				207	00-03-00
			9/2 पी	00-01-00				194	00-02-00
			9/1 पी	00-06-00				195	00-11-00
			10	00-18-00				199	00-01-00
			11/1 पी	00-01-00				198	00-10-00
			11/3 पी	00-01-00				196	00-27-00
			11/5 पी	00-01-00				197	00-02-00
			15/4 पी	00-14-00				186	00-04-00
			15/3 पी	00-10-00				106	00-16-00
			15/2 पी	00-22-00				105	00-08-00
			15/1 पी	00-07-00				110	00-17-00
			14/2 पी	00-01-00				102	00-15-00
			27/1 पी	00-23-00				101	00-12-00
			27/2 पी	00-02-00				नाला	00-09-00
			29/4 पी	00-07-00				113	00-19-00
			29/2 पी	00-15-00				114	00-00-50

1	2	3	4	5	1	2	3	4	5
रायगढ़	पेण	खारमुधनी	115	00-23-00	रायगढ़	पेण	खारचोला	15/2ए पी	00-12-00
			117	00-03-00				13/12 पी	00-01-00
			123	00-24-00				13/11 पी	00-02-00
			127	00-18-00				13/10 पी	00-03-00
			122	00-05-00				13/9बी पी	00-09-00
रायगढ़	पेण	आतिवली	25/3 पी	00-14-00				13/8 पी	00-07-00
			25/1बी पी	00-01-00				13/6+7ए पी	00-05-00
			25/2 पी	00-08-00				13/5 पी	00-02-00
			24/6 पी	00-13-00				13/4 पी	00-02-00
			24/2 पी	00-08-00				13/3 पी	00-03-00
			24/4 पी	00-14-00				13/2 पी	00-05-00
			24/3 पी	00-03-00				13/1 पी	00-09-00
			24/1 पी	00-08-00				14/1ए पी	00-01-00
			21/2 पी	00-01-00				14/1बी पी	00-08-00
			18/5 पी	00-01-00				नाला	00-18-00
			18/4 पी	00-04-00				11/3 पी	00-06-00
			18/3 पी	00-05-00				11/4 पी	00-06-00
			18/2 पी	00-11-00				11/1 पी	00-13-00
			18/1 पी	00-29-00				11/2 पी	00-01-00
			17/2 पी	00-23-00	रायगढ़	सुधागड	शिलोशी	62/2 पी	00-34-00
			17/3 पी	00-01-00				62/1 पी	00-28-00
			15/5 पी	00-20-00				60/1ए पी	00-02-00
			15/2 पी	00-01-00				62/1बी पी	
			15/3 पी	00-20-00				60/2 पी	00-11-00
			15/4 पी	00-04-00				61/2 पी	00-13-00
			15/1 पी	00-09-00				61/1 पी	00-13-00
			14/1ए पी	00-02-00				61/3 पी	00-16-00
			14/1बी पी					58/2 पी	00-34-00
			16	00-05-00				58/3 पी	00-04-00
			गांवठाणे	00-05-00				54/3 पी	00-10-00
								54/2 पी	00-10-00
रायगढ़	पेण	खारचोला	23/1बी पी	00-07-00				54/1 पी	00-08-00
			23/1ए पी	00-21-00				53	00-35-00
			23/2 पी	00-20-00				52/2 पी	00-02-00
			23/3 पी	00-10-00				52/3 पी	00-10-00
			12/बी पी	00-19-00				नाला	00-09-00
			18/1बी पी	00-31-00				50	00-03-00
			18/1ए पी	00-24-00				38/1ए पी	00-11-00
			17/2बी पी	00-14-00				38/1बी पी	
			17/2ए पी	00-13-00				39/2 पी	00-01-00
			16/1ए पी	00-05-00				39/3 पी	00-23-00
			16/1बी पी	00-12-00				39/4 पी	00-40-00
			16/1सी पी	00-03-00				39/5 पी	00-25-00
			16/1डी1 पी	00-01-00				37/7ए1, 5ए2	00-33-00
			15/2बी पी	00-10-00				37/7बी, 7सी, 7 डी	

1	2	3	4	5	1	2	3	4	5
रायगढ़	सुधागड	शिलोशी	37/10 पी	00-02-00	रायगढ़	सुधागड	आपटबन	49	00-02-00
			37/8 पी	00-09-00				52	00-15-00
			37/6 पी	00-03-00				64	00-08-00
			37/5 पी	00-05-00				53	00-20-00
			36/1 पी	00-13-00				54	00-19-00
			36/4 पी	00-20-00				55	00-14-00
			35/4 पी	00-05-00				56	00-29-00
			35/3ए, 3बी	00-17-00				57	00-03-00
			35/2 पी	00-21-00				23	00-23-00
			35/1 पी	00-11-00				24	00-01-00
			31/1 पी	00-01-00				22	00-01-00
								21	00-20-00
रायगढ़	सुधागड	सिद्धेश्वर	18/1 पी	00-01-00				18	00-09-00
			16/2ए पी	00-01-00				14	00-11-00
			16/2बी पी	00-15-00				17	00-09-00
			17/2 पी	00-01-00				15	00-17-00
			14	00-24-00				13	00-01-00
			12/4 पी	00-01-00				11	00-21-00
			12/5 पी	00-42-00				12	00-15-00
			12/6 पी	00-04-00				9	00-06-00
			5/1 पी	00-04-00				8	00-13-00
			6/2 पी	00-01-00				7	00-18-00
			6/4 पी	00-37-00				वैलगाड़ी रास्ता	00-01-00
			वैलगाड़ी रास्ता	00-01-00				नाला	00-05-00
			7/1 पी	00-41-00				598	00-18-00
			8/2 पी	00-16-00				597	00-07-00
			नाला	00-05-00				596	00-19-00
			48/1ए पी	00-15-00				599	00-01-00
			48/1बी पी					562	00-20-00
			48/3 पी	00-04-00				564	00-36-00
			48/4 पी	00-09-00				563	00-20-00
			46/3 पी	00-44-00				557	00-01-00
			45/1ए पी	00-01-00				556	00-29-00
			45/1बी पी					553	00-01-00
			45/2ए पी	00-15-00				564	00-08-00
			45/2बी पी					552/ए पी	00-25-00
			38/1ए पी	00-29-00				552/बी पी	
			38/1बी पी					551	00-17-00
			38/2 पी	00-19-00				550	00-01-00
			39	00-16-00				548	00-13-00
			40/2 पी	00-08-00				545	00-07-00
			नाला	00-*05-00				542	00-11-00
रायगढ़	सुधागड	आपटबन	50	00-04-00				543	00-12-00
			48	00-05-00				541	00-04-00
			51	00-17-00				540	00-04-00

1	2	3	4	5	1	2	3	4	5
रायगढ़	सुधागड	अंबावली	60/6 घो	00-08-00	रायगढ़	सुधागड	भार्जे	584	00-22-00
			60/1 घो	00-06-00				585	00-19-00
			58/3 घो	00-05-00				625	00-01-00
			58/2 घो	00-04-00	रायगढ़	सुधागड	गोडसई	33	01-20-00
			58/1 घो	00-31-00				34	00-01-00
			नाला	00-05-00				35	00-08-00
रायगढ़	सुधागड	भार्जे	रोड	00-07-00				240	00-25-00
			96	00-01-00				239	00-01-00
			98	00-10-00				237	00-10-00
			97	00-04-00				236	00-14-00
			130	00-05-00				रोड	00-06-00
			135	00-03-00				235	00-46-00
			134	00-07-00				नॅशनलहायवे 17	00-08-00
			140	00-31-00				246 बी घो	00-22-00
			142	00-19-00				सरकारी जमीन	00-19-00
			143	00-16-00				247	00-01-00
			145	00-01-00	रायगढ़	सुधागड	हाडवली	सरकारी जमीन	02-42-00
			144	00-02-00				57	00-48-00
			42/ए	00-20-00				56	00-06-00
			42/बी घो					55	00-05-00
			88	00-05-00				54	00-07-00
			43	00-09-00				22	00-15-00
			44	00-08-00				नाला	00-07-00
			45	00-04-00	रायगढ़	सुधागड	मधाली	नाला	00-06-00
			32	00-87-00				12/3 घो	00-23-00
			38	00-02-00				12/2 घो	00-03-00
			387	00-14-00				12/4 घो	00-14-00
			31	00-12-00				10/2 घो	00-08-00
			608	00-07-00				10/1 घो	00-15-00
			609	00-09-00				38	00-11-00
			623	00-07-00				11/1 घो	00-16-00
			607	00-14-00				9/6 घो	00-01-00
			624	00-02-00				9/2 घो	00-08-00
			606/1,2	00-08-00				9/1 घो	00-03-00
			604	00-03-00				7/3 घो	00-08-00
			626	00-39-00				7/2 घो	00-07-00
			568	00-02-00				7/1 घो	00-01-00
			569	00-03-00				8/1 घो	00-43-00
			627	00-33-00				8/2 घो	00-00-50
			596	00-07-00				37	00-03-00
			595	00-20-00				3	00-59-00
			582	00-33-00				2/3 घो	00-35-00
			592	00-01-00				2/1 घो	00-01-00
								2/2 घो	00-01-00

1	2	3	4	5	1	2	3	4	5
रायगढ़	सुधागड	तामसोली	63ए पी	00-21-00	रायगढ़	सुधागड	तामसोली	197	00-08-00
			63बी पी	00-31-00				208	00-06-00
			64बी पी	00-47-00				209	00-01-00
			66बी पी	00-06-00				297	00-12-00
			66बी पी	00-15-00				204	00-01-00
			67बी पी	00-05-00				298	00-16-00
			68	00-05-00				219	00-16-00
			69	00-05-00				223	00-04-00
			70	00-01-00				222	00-03-00
			71	00-05-00				239	00-01-00
			72	00-09-00				240	00-24-00
			73	00-19-00				245	00-01-00
			74ए पी	00-04-00				243	00-36-00
			74बी पी	00-16-00				241	00-03-00
			97	00-01-00				242	00-13-00
			96	00-09-00				सरकारी जमीन	00-18-00
			86	00-01-00	रायगढ़	रोहा	नागोठणे	नदी	00-18-00
			88	00-01-00				148	00-17-00
			89	00-02-00				149	00-17-00
			नाला	00-05-00				150	00-16-00
			90	00-01-00				151	00-44-00
			91	00-01-00				158	00-35-00
			92	00-01-00				157	00-19-00
			95	00-07-00				160	00-44-00
			100	00-07-00				163	00-20-00
			101	00-04-00				166	00-03-00
			112	00-06-00				167	00-01-00
			113	00-06-00				162/2 पी	00-30-00
			114	00-07-00					
			115	00-05-00	रायगढ़	रोहा	कनसाई	194	00-10-00
			116	00-07-00				200	00-32-00
			117	00-10-00				199/2 पी	00-12-00
			118	00-05-00				199/1 पी	00-01-00
			119	00-01-00				201	00-01-00
			120	00-01-00				पाट चारी	00-14-00
			नाला	00-03-00				170	00-14-00
			159	00-01-00				173	00-17-00
			154	00-03-00				174	00-32-00
			155	00-04-00				172	00-03-00
			153	00-02-00				157	00-01-00
			152	00-01-00				151	00-44-00
			156	00-20-00				150	00-12-00
			198	00-33-00				147	00-03-00
			195	00-01-00				149	00-23-00
			196	00-07-00				119	00-27-00

1	2	3	4	5	1	2	3	4	5
रायगढ़	रोहा	कनसाई	116	00-10-00	रायगढ़	रोहा	नीनानदी	71	00-03-00
			118	00-12-00				72	00-20-00
			117	00-21-00				नाला	00-12-00
			124	00-03-00	रायगढ़	रोहा	बेलशेत	321	00-01-00
			101	00-48-00				322	00-08-00
			91	00-34-00				318	00-08-00
			86	00-03-00				319	00-02-00
			88	00-02-00				317	00-07-00
			89	00-10-00				313	00-14-00
			90	00-09-00				316	00-13-00
			नाला	00-08-00				325	00-02-00
रायगढ़	रोहा	नीनानदी	235	00-29-00				326	00-19-00
			233	00-19-00				315	00-31-00
			236	00-01-00				329	00-04-00
			226	00-12-00				303ए पी	00-51-00
			227	00-01-00				नाला	00-06-00
			225	00-08-00				302	00-08-00
			224	00-19-00				297	00-17-00
			223	00-02-00				296	00-36-00
			222	00-05-00				295	00-15-00
			5	00-02-00				288	00-22-00
			6	00-04-00				289	00-02-00
			4	00-04-00				287	00-04-00
			8	00-06-00				286	00-02-00
			10	00-40-00				284	00-01-00
			55	00-07-00				285	00-13-00
			54	00-01-00				283	00-01-00
			280	00-05-00				282	00-15-00
			57	00-25-00				356	00-07-00
			58	00-03-00				264/ए पी	00-20-00
			59	00-07-00				258/ए/1 पी	00-23-00
			60	00-03-00				261	00-04-00
			61	00-03-00				नाला	00-06-00
			63	00-04-00	रायगढ़	रोहा	बलसाठू	138	00-07-00
			62	00-04-00				139	00-15-00
			84	00-03-00				136	00-27-00
			85	00-02-00				सरकारी जमीन	00-08-00
			83	00-13-00				कैनाल	00-05-00
			82	00-09-00				143	00-50-00
			81	00-03-00				127	00-19-00
			79	00-09-00				147	00-01-00
			80	00-01-00				135	00-04-00
			78	00-05-00				145	00-03-00
			77	00-02-00				129	00-11-00
			76	00-01-00					

1	2	3	4	5	1	2	3	4	5
रायगढ़	रोहा	बलसाठू	128	00-12-00	रायगढ़	रोहा	वरछाणे	55	00-06-00
		सरकारी जमीन		00-09-00				54	00-05-00
			117	00-01-00				57	00-24-00
			118	00-29-00				58	00-07-00
		राज्यमहामार्ग 93	00 05-00					59	00-14-00
			115	00-11-00				60	00-05-00
			114	00-25-00				62	00-04-00
			107	00-01-00				61	00-15-00
			99	00-30-00				46	00-11-00
			98	00-01-00				17	00-14-00
			97	00-12-00				16	00-01-00
			95	00-15-00				45	00-01-00
			89	00-15-00				18	00-13-00
			96	00-01-00				20	00-09-00
			86	00-02-00				26	00-10-00
			90	00-01-00				25/ए पी	00-01-00
			91	00 08-00				493	00-05-00
		93/2 पी	00-09-00					31	00-20-00
			92	00-07-00				492	00-10-00
		38/1	00-25-00					नाला	00-14-00
			35	00-35-00				27	00-17-00
			27	00 06-00	रायगढ़	रोहा	वांगणी	170	00-15-00
			31	00-09-00				294	00-29-00
			33	00-28-00				249	00-01-00
रायगढ़	रोहा	वरछाणे	188	00-51-00				291	00-32-00
			167	00-17-00				293	00-01-00
			160	00-02-00				290	00-01-00
		166ए पी	00-31-00					नाला	00-02-00
		नाला	00-07-00					283	00-06-00
			156	00 21-00				281	00-05-00
			102	00 15-00				284	00-09-00
			155	00-02-00				285	00-10-00
			103	00-06-00				296	00-03-00
			104	00-15-00				208	00-06-00
			105	00-11-00				रोड	00-08-00
			98	00-10-00				278	00-05-00
			106	00-12-00				274	00-01-00
			107	00-02-00				नाला	00-07-00
			97	00-01-00				305	00-19-00
			96	00-02-00				303	00-12-00
			95	00-21-00				304	00-11-00
		93ए पी	00-17-00					306	00-06-00
			94	00 02-00				365	00-02-00
		89ए पी	00-61-00					369	00-11-00
		रोड	00-05-00					362	00-14-00

1	2	3	4	5	1	2	3	4	5
रायगढ़	रोहा	बांगणी	361	00-14-00	रायगढ़	रोहा	शेतपलस	221	00-40-00
			366	00-13-00				232	00-06-00
			370	00-01-00				231	00-15-00
		नाला	00-08-00					234	00-08-00
		373	00-12-00				रोड	00-03-00	
		374/ए पी	00-32-00				255	00-24-00	
		379	00-26-00				254	00-06-00	
		381	00-10-00				264	00-02-00	
		382	00-14-00				265	00-24-00	
		388/ए पी	00-43-00				266	00-20-00	
		386	00-02-00				268	00-12-00	
		387	00-05-00				281	00-03-00	
		385	00-01-00				280	00-16-00	
		392	00-01-00				282	00-10-00	
		391	00-21-00				286	00-36-00	
		395	00-13-00				287	00-05-00	
		396	00-12-00				285	00-20-00	
		400	00-34-00						
		402/ए पी	00-07-00	रायगढ़	रोहा	पलस	212	00-07-00	
		401/ए पी	00-24-00				213	00-13-00	
							211	00-06-00	
रायगढ़	रोहा	शेतपलस	130	00-25-00				214	00-00-50
			150	00-01-00				216	00-13-00
			131	00-01-00				215	00-06-00
			132	00-04-00			219/बी	00-14-00	
			128	00-02-00			219/ए पी	00-01-00	
			133	00-21-00			225	00-17-00	
			121	00-03-00			218	00-01-00	
			136	00-11-00			220	00-02-00	
			134	00-01-00			228	00-19-00	
			122	00-02-00			229	00-06-00	
			119	00-22-00			230/ए पी	00-34-00	
			117	00-06-00			231	00-00-50	
			116	00-12-00			261	00-01-00	
			113	00-25-00			258	00-07-00	
			200	00-06-00			257	00-04-00	
			201	00-06-00			256	00-07-00	
			202	00-14-00			264	00-02-00	
			86	00-15-00			266/ए पी	00-12-00	
			203	00-02-00			267	00-10-00	
			85	00-04-00			268	00-02-00	
			83	00-46-00			250	00-10-00	
			218	00-06-00			249	00-12-00	
			219	00-04-00			248	00-11-00	
			220	00-04-00			316	00-23-00	

1	2	3	4	5
रायगढ़	रोहा	पलस	315	00-01-00
			314	00-09-00
			313	00-13-00
			312	00-41-00
			311	00-01-00
			139	00-18-00
			344	00-06-00
			345	00-01-00
			343	00-02-00
			341	00-01-00
			342	00-22-00
			346	00-06-00
			347	00-02-00
			348	00-05-00
		नाला		00-12-00

SCHEDULE				
District	Tehsil	Village	Suvey No.	Area to be Acquired for ROU (In Hectare)

1	2	3	4	5
Raigad	Alibaug	Gherakille Sagargad	Govt. Land 1	00-17-00 00-37-00
			Nala	00-09-00
			Hilly Area	00-09-00
Raigad	Alibaug	Kihim	644 P	00-01-00
			643 P	00-12-00
			Railway	00-02-00
			642/B P	00-01-00
			642/A P	
			641 P	00-16-00
			627 P	00-08-00
			Railway	00-03-00
			631	00-11-00
			630	00-05-00
			611	00-06-00
			672	00-03-00
			673	00-10-00
			Railway	00-08-00

[फाइल सं. एल-14014/24/04-जी.पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 29th July, 2004

S.O. 1927.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum gas from Ambewadi to Thal pipeline project in the State of Maharashtra, a pipeline should be laid by the GAIL (India) Limited:

And, whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to the A.R. Shinde, Competent Authority, GAIL (India) Limited, Sector 8B, GAIL Colony, 3rd Floor, 3D1 CBD, Belapur, Navi Mumbai, Maharashtra.

Raigad	Alibaug	Kharsimdevi	10/2 P	00-01-00
			10/4 P	00-06-00
			10/5 P	00-04-00
			11/1 P	00-05-00
			11/3+4 P	00-05-00
			11/6 P	00-06-00
			12/1+2 P	00-01-00
			12/3 P	00-12-00
			12/4 P	00-05-00
			12/4 A+5	00-05-00
			16	00-08-00
			Nala	00-06-00
			191	00-10-00
			193	00-17-00
			192	00-14-00
			186	00-04-00
			184	00-08-00
			185	00-18-00
			176	00-14-00
			175	00-22-00
			167	00-15-00
			168	00-03-00
			166	00-08-00
			164	00-15-00
			165	00-16-00
			Nala	00-04-00
			147	00-01-00
			154	00-03-00

1	2	3	4	5	1	2	3	4	5
Raigad	Alibaug	Kharsimdevi	148	00-09-00	Raigad	Alibaug	Khatvira	6	00-03-00
			153	00-04-00			Khar	13	00-14-00
			149	00-01-00				7	00-11-00
			152	00-34-00				12	00-20-00
			150	00-00-50				11	00-05-00
		Nala	00-03-00					10	00-12-00
			117	00-22-00				9	00-05-00
			118/A+B	00-01-00				119	00-01-00
							Nala		00-05-00
Raigad	Alibaug	Gam Tarfe	19/3 P	00-03-00				19	00-01-00
		Parhurst	Govt. Land	00-58-00				20	00-03-00
			20/1 P	00-03-00				22	00-00-50
			20/2 P	00-04-00			Nala	00-06-00	
Raigad	Alibaug	Kopari	5/1+2 P	00-08-00				40	00-30-00
		Khare	4	00-10-00				42	00-15-00
			3	00-03-00				41	00-06-00
			6	00-01-00				47	00-00-50
			2/1+2	00-29-00				46	00-14-00
			Nala	00-05-00				54	00-01-00
			8	00-01-00				57	00-47-00
			9	00-11-00				58	00-00-50
			10	00-17-00				61	00-30-00
			11	00-03-00				96	00-02-00
			12	00-14-00				74	00-16-00
			Nala	00-03-00				93	00-02-00
			18	00-29-00				95	00-08-00
			17	00-01-00				94	00-03-00
			19	00-05-00				92	00-18-00
			20	00-17-00				91	00-11-00
			21	00-04-00				90	00-05-00
			23	00-23-00				85	00-06-00
			24	00-11-00				84	00-04-00
			25	00-08-00				83	00-00-50
			Nala	00-03-00				82	00-10-00
			39	00-11-00	Raigad	Alibaug	Kharmoryira	5	00-07-00
			42	00-01-00				SHIL	00-06-00
			40	00-07-00				River	00-07-00
			38	00-07-00	Raigad	Alibaug	Kusumbale	251	00-00-50
			41	00-03-00				250	00-17-00
			45	00-33-00				249	00-10-00
			49/B P	00-07-00	Raigad	Alibaug	Kharkalwad	207	00-07-00
			48	00-14-00				206	00-01-00
			53	00-16-00					
			54	00-01-00	Raigad	Alibaug	Kharkalwad	110	00-02-00
			55	00-12-00				118	00-02-00
			56	00-15-00				111	00-01-00
			Nala	00-20-00				117	00-08-00
			101	00-05-00				119	00-02-00
			84	00-14-00				120	00-02-00
			85	00-16-00				121	00-09-00
			Nala	00-48-00				116	00-07-00
			87	00-04-00				122	00-08-00

1	2	3	4	5	1	2	3	4	5
Raigad	Alibaug	Kharkalwad	125	00-01-00	Raigad	Alibaug	Ambeghar	33/6 P	00-15-00
			124	00-11-00				34/1 P	00-10-00
			123	00-01-00				35/1/1 P	00-08-00
			133	00-18-00				35/1/2 P	00-06-00
			132	00-03-00				36	00-38-00
			134	00-03-00				21/1 P	00-26-00
			131	00-09-00				21/2 P	00-02-00
			152	00-13-00				41/1 P	00-12-00
			130	00-02-00				41/2 P	00-15-00
			153	00-17-00				41/3 P	00-08-00
			154	00-23-00				41/4 P	00-03-00
			45	00-02-00				17/1 P	00-05-00
			48	00-02-00				18	00-04-00
			46	00-15-00				19	00-04-00
			47	00-15-00				32	00-01-00
		Nala	00-03-00		Raigad	Alibaug	Ambepur	66/A2 P	00-39-00
			37	00-12-00				66/3 P	00-30-00
			36	00-23-00				57/1 A P	00-19-00
			33	00-28-00				57/3 P	00-23-00
			31	00-13-00				57/4 P	00-19-00
			29	00-01-00				56/1 P	00-15-00
Raigad	Alibaug	Dhenekoni	2	00-01-00				56/2 A P	00-14-00
			89	00-32-00				19/1/1 A P	01-05-00
			90/3 P	00-17-00				15/1 P	00-02-00
			90/2/2 P	00-02-00				15/2 P	00-07-00
			90/1 P	00-31-00				16/1 E P	00-25-00
			90/2/1 P	00-03-00				16/2 P	00-04-00
Raigad	Alibaug	Poynad	58	00-04-00				16/4 P	00-02-00
			57	00-02-00				16/5 P	00-03-00
			59	00-15-00				18/1 A P	00-05-00
			60	00-17-00				18/2 A P	00-12-00
			61/1 A P	00-02-00				18/3 P	00-01-00
			61/1B P	00-12-00	Raigad	Alibaug	Kamarle	124	01-34-00
			61/3 P	00-15-00				119	00-02-00
			62/1 A P	00-01-00				125	00-07-00
			63	00-24-00				126	00-25-00
			64	00-08-00				Govt. Land	00-52-00
			67/1 P	00-31-00				133	00-35-00
			67/2 P	00-02-00	Raigad	Alibaug	Bhakarvad	River	00-22-00
			67/4 P	00-01-00				13/A P	00-20-00
			67/5 P	00-02-00				6/4 A P	00-13-00
			82/1 P	00-16-00				6/4 B P	00-07-00
			82/2 P	00-07-00				6/5 P	00-06-00
			83	00-04-00				6/7 P	00-05-00
			182	00-68-00				6/8 P	00-02-00
			180	00-35-00				7/4 P	00-14-00
			185/A1	00-30-00				7/5 A P	00-12-00
			85/C P	00-01-00				7/5 B P	00-09-00
Raigad	Alibaug	Ambeghar	33/1 P	00-04-00				7/6 A P	00-09-00
			33/2+3	00-08-00				8/1 P	00-10-00
			33/4 P	00-08-00				8/3 P	00-10-00
			33/5 P	00-05-00				8/6 P	00-01-00

1	2	3	4	5	1	2	3	4	5
Raigad	Alibaug	Bhakarvad	11/1 A P	00-16-00	Raigad	Alibaug	Bagvira	32	00-27-00
			11/2 P	00-12-00				20	00-24-00
			11/3 P	00-01-00				19	00-08-00
			11/4 P	00-01-00				21	00-09-00
			11/5 P	00-23-00				17	00-10-00
			10/2 P	00-07-00				16	00-10-00
			10/3 P	00-07-00				7	00-03-00
			10/4 P	00-14-00				8	00-26-00
			10/9 P	00-01-00				2	00-13-00
Raigad	Alibaug	Gan Tarfe	16/1 P	00-15-00				1	00-10-00
		Srigaon	16/2 P	00-12-00			Village		00-07-00
			15/1 P	00-08-00	Raigad	Alibaug	Chikhlikhar	16	00-09-00
			15/2 P	00-16-00				17	00-26-00
			15/3 P	00-15-00				19	00-14-00
			22	00-08-00				24	00-17-00
			21/1 P	00-27-00				25	00-00-50
			20	00-30-00				30	00-18-00
			23/1 P	00-02-00				54	00-00-50
			27/3 P	00-13-00				13	00-48-00
			27/4 P	00-18-00				53	00-16-00
			33/A P	00-46-00				52	00-07-00
			28	00-03-00				60	00-05-00
			Road	00-03-00				59	00-12-00
			36	00-02-00				102	00-16-00
			40	00-02-00				101	00-06-00
			35	00-08-00				103	00-16-00
			34	00-09-00				109	00-04-00
			37	00-02-00				108	00-13-00
Raigad	Alibaug	Medkhar	412	00-01-00				107	00-06-00
			413	00-07-00			Nala		00-03-00
			414	00-03-00				111	00-02-00
			415	00-12-00	Raigad	Alibaug	Bhaymala	37	00-15-00
			417	00-10-00				34	00-29-00
			5	00-03-00				35	00-15-00
			6	00-01-00				33	00-11-00
			4	00-06-00				46	00-24-00
			3	00-09-00				47	00-13-00
			2	00-05-00				56	00-14-00
			1	00-02-00				55	00-12-00
		Govt. Land		00-10-00				57	00-01-00
Raigad	Alibaug	Bagvira	83	00-03-00				51	00-25-00
			82	00-13-00				54	00-00-50
			81	00-10-00				52	00-15-00
			77	00-01-00				53	00-11-00
			85	00-06-00	Raigad	Alibaug	Kharphanaspur	137	00-41-00
			80	00-09-00				202	00-04-00
			29	00-14-00				133	00-07-00
			30	00-12-00				136	00-08-00
			28	00-10-00				135	00-11-00
			31	00-10-00				123	00-12-00
			33	00-02-00				124	00-03-00
			26	00-00-50				122	00-19-00

1	2	3	4	5	1	2	3	4	5		
Raigad	Alibaug	Kharphanaspur	Nala	00-05-00 104 105 106 108 Nala 90A+B 91A 89 49 88 87 50 52 51 78 77 74 70 69 Nala 57 68 67 60 Nala	00-17-00 00-05-00 00-08-00 00-19-00 00-02-00 00-21-00 00-02-00 00-25-00 00-21-00 00-00-50 00-08-00 00-14-00 00-00-50 00-08-00 00-10-00 00-17-00 00-00-50 00-05-00 00-08-00 00-25-00 00-01-00 00-04-00 00-10-00 00-13-00 00-05-00	Raigad	Alibaug	Navkhar	67 Tarfē Shrigaon 69 71 81 73 75 Nala 78 77 76 123 126 121 122 120 112 113 111 Raigad	00-17-00 00-09-00 00-00-50 00-08-00 00-03-00 00-03-00 00-23-00 00-15-00 00-14-00 00-00-50 00-03-00 00-03-00 00-20-00 00-14-00 00-17-00 00-03-00 00-15-00 00-07-00 00-15-00 00-04-00 00-06-00 00-19-00 Road 145 151 150/1 150/2 148 157 158 159 160/2 161 166 165 Nala Govt. Land 163 Hill Area Govt. Land 173 174/1 177 185/14 185/15 185/16 Govt. Land	00-17-00 00-09-00 00-00-50 00-08-00 00-03-00 00-03-00 00-23-00 00-15-00 00-14-00 00-00-50 00-03-00 00-03-00 00-20-00 00-14-00 00-17-00 00-03-00 00-15-00 00-07-00 00-15-00 00-04-00 00-06-00 00-19-00 00-03-00 00-17-00 00-17-00 00-09-00 00-24-00 00-06-00 00-04-00 00-08-00 00-08-00 00-08-00 00-15-00 00-14-00 00-44-00 00-04-00 00-08-00 00-15-00 00-66-00 00-02-00 00-25-00 00-05-00 00-01-00 00-02-00 00-21-00 00-07-00 00-23-00
Raigad	Alibaug	Pitkiri	231 250 251 256 263 262 274 277 282 281 283 Nala 291 292 294 296 297 Nala 300 303 304	00-04-00 00-00-50 00-22-00 00-12-00 00-05-00 00-11-00 00-26-00 00-16-00 00-09-00 00-00-50 00-05-00 00-03-00 00-05-00 00-05-00 00-05-00 00-06-00 00-03-00 00-22-00 00-17-00 00-05-00 00-06-00 00-03-00 00-22-00 00-26-00	Raigad	Alibaug	Kurkundi-Koltembhi	96 97 Road 145 151 150/1 150/2 148 157 158 159 160/2 161 166 165 Nala Govt. Land 163 Hill Area Govt. Land 173 174/1 177 185/14 185/15 185/16 Govt. Land	00-06-00 00-19-00 00-03-00 00-17-00 00-17-00 00-09-00 00-24-00 00-06-00 00-04-00 00-08-00 00-08-00 00-08-00 00-15-00 00-14-00 00-44-00 00-04-00 00-08-00 00-15-00 00-66-00 00-02-00 00-25-00 00-05-00 00-01-00 00-02-00 00-21-00 00-07-00 00-23-00		
Raigad	Alibaug	Navkhar	Govt. Land	00-33-00	Tarfe Shrigaon	49 45 44 43 42	43 44 45 46 38	00-02-00 00-10-00 00-03-00 00-16-00 00-04-00			
Raigad	Alibaug	Khar Pejari									

1	2	3	4	5	1	2	3	4	5	
Raigad	Alibaug	Khar Pejari	52	00-03-00	Raigad	Alibaug	Talwade	56	00-13-00	
			51	00-08-00				66	00-04-00	
			53	00-03-00				53	00-08-00	
			54	00-04-00				55	00-01-00	
			55	00-01-00				54	00-12-00	
			50	00-02-00				34	00-03-00	
			58	00-15-00				33	00-12-00	
			59	00-12-00				32	00-09-00	
			68	00-03-00				31	00-13-00	
			70	00-10-00				1	00-09-00	
			87	00-04-00				2	00-26-00	
			71	00-08-00				3	00-05-00	
			84	00-23-00				5	00-04-00	
			72	00-01-00				6	00-06-00	
			83	00-15-00				7	00-01-00	
			85	00-01-00						
			39	00-03-00						
			82	00-29-00	Raigad	Alibaug	Brahmansure	Railway	00-23-00	
			108	00-02-00				43/A P	00-17-00	
			109	00-03-00				42	00-02-00	
			114	00-17-00				44	00-01-00	
			115	00-04-00	Raigad	Alibaug	Bhisrai	37 P	00-02-00	
			113	00-15-00				38 P	00-02-00	
			119	00-04-00				39 P	00-25-00	
			120	00-12-00				40 P	00-11-00	
			126	00-11-00				43 P	00-12-00	
			125	00-03-00				44 P	00-04-00	
			123	00-02-00				54 P	00-08-00	
			122	00-08-00				58 P	00-05-00	
			333	00-08-00				55 P	00-10-00	
			270	00-03-00				56 P	00-12-00	
			273	00-25-00				122 P	00-04-00	
			272	00-21-00				121	00-19-00	
			Nala	00-08-00						
Raigad	Alibaug	Talwade	174	00-03-00				76	00-03-00	
			173	00-03-00				75	00-02-00	
			Govt. Land	00-31-00				77	00-47-00	
				171	00-00-50				97	00-09-00
			156/A+B	00-07-00				98	00-08-00	
				169	00-08-00				99	00-21-00
			157	00-20-00				101	00-01-00	
			158	00-21-00				102	00-13-00	
			159	00-15-00				104	00-20-00	
			Govt. Land	00-02-00				105	00-01-00	
				150	00-01-00				93	00-12-00
			160	00-00-50				106	00-28-00	
			162	00-08-00				109	00-03-00	
			148	00-22-00	Raigad	Alibaug	Khardurgadarya	3/3 P	00-11-00	
			149	00-00-50				3/2A P	00-14-00	
			62	00-15-00				3/2B P	00-19-00	
			147	00-01-00				3/1 P	00-47-00	
			146	00-00-50						
			63	00-17-00						

1	2	3	4	5	1	2	3	4	5
Raigad	Alibaug	Kandharigadwara	6/1B P	00-01-00	Raigad	Alibaug	Mapgaon	244	00-04-00
			2/P	00-52-00				232	00-11-00
			1/3 P	00-05-00				235	00-09-00
			1/2 P	00-02-00				246	00-01-00
			Nala	00-05-00				237	00-04-00
Raigad	Alibaug	Sagaon	194	00-01-00				238	00-02-00
			192/A P	00-15-00				242	00-06-00
			193	00-07-00				241	00-10-00
			182	00-28-00				239	00-03-00
			181	00-40-00				240	00-08-00
			179	00-10-00				250	00-10-00
			178	00-07-00				251	00-09-00
			Nala	00-03-00				318	00-04-00
			141	00-02-00				318/A	00-08-00
			142	00-46-00				Nala	00-03-00
			144	00-21-00	Raigad	Alibaug	Bahirde	190	00-18-00
			145	00-21-00				191/A P	00-01-00
			132	00-45-00				191/B P	
			133	00-20-00				260	00-04-00
			128	00-11-00				263	00-02-00
			129	00-26-00				262	00-12-00
			Nala	00-03-00				267	00-12-00
			60	00-14-00				268	00-21-00
			59	00-17-00				269	00-24-00
			64	00-09-00				259	00-05-00
			63	00-18-00				270	00-02-00
			62	00-01-00				281	00-09-00
			110	00-14-00				280	00-14-00
			109	00-09-00				278	00-02-00
			105	00-12-00				277	00-18-00
			104	00-02-00				279	00-19-00
			78	00-17-00				193	00-03-00
			103/A P	00-07-00				292	00-02-00
			79	00-08-00				298	00-22-00
			80	00-13-00				296	00-03-00
			93	00-13-00				297	00-13-00
			81	00-01-00				300/B P	00-05-00
			92	00-48-00				300/A P	00-13-00
			89	00-01-00				Nala	00-05-00
			90	00-32-00	Raigad	Alibaug	Mushet	91	00-02-00
			91	00-15-00				92	00-13-00
Raigad	Alibaug	Mapgaon	Nala	00-03-00				93	00-30-00
			Nala	00-07-00				94	00-01-00
			204	00-23-00				111/A P	01-10-00
			207	00-14-00				Railway	00-15-00
			208	00-13-00	Raigad	Alibaug	Parhurpada	348	00-04-00
			223	00-14-00				347	00-39-00
			229	00-09-00				343	00-12-00
			228	00-14-00				341	00-19-00
			226	00-13-00				334	00-02-00
			227	00-14-00				335	00-22-00
			225	00-02-00				340	00-01-00
			225/A	00-04-00					

1	2	3	4	5	1	2	3	4	5
Raigad	Alibaug	Parhurpada	336	00-12-00	Raigad	Pen	Kharkoli	Govt. Land	00-28-00
			332	00-02-00				97	00-02-00
			337	00-08-00					
			338	00-09-00	Raigad	Pen	Tarsheth	River	00-28-00
			321	00-04-00				31	00-09-00
			322	00-20-00				13	00-12-00
			323	00-04-00				12	00-05-00
			299	00-03-00				11	00-06-00
			300	00-09-00				10	00-03-00
			298	00-01-00				9	00-05-00
			301	00-19-00				8	00-14-00
			297	00-13-00	Raigad	Pen	Zotirpada	107/A (204)	00-32-00
			286	00-07-00				97	00-09-00
			287	00-07-00				98/1	00-09-00
			288	00-19-00				98/2A P	00-15-00
			289	00-05-00				98/2B P	00-15-00
			291	00-11-00				98/2C P	00-05-00
			290	00-09-00				98/2D P	00-11-00
			292	00-08-00				100	00-01-00
			Nala	00-03-00					
			211	00-28-00	Raigad	Pen	Kharmudhani	209	00-06-00
			205	00-01-00				211	00-02-00
			MIDC	00-06-00				205	00-13-00
			208	00-01-00				208	00-05-00
								206	00-03-00
Raigad	Pen	Kharkoli	92/A+B P	00-19-00				207	00-03-00
			6	00-02-00				194	00-02-00
			7/4 P	00-08-00				195	00-11-00
			7/3 P	00-07-00				199	00-01-00
			7/2 P	00-20-00				198	00-10-00
			9/5 P	00-13-00				196	00-27-00
			9/6 P	00-08-00				197	00-02-00
			9/4 P	00-01-00				186	00-04-00
			9/3 P	00-23-00				106	00-16-00
			9/2 P	00-01-00				105	00-08-00
			9/1 P	00-06-00				110	00-17-00
			10	00-18-00				102	00-15-00
			11/1 P	00-01-00				101	00-12-00
			11/3 P	00-01-00				Nala	00-09-00
			11/5 P	00-01-00				113	00-19-00
			15/4 P	00-14-00				114	00-00-50
			15/3 P	00-10-00				115	00-23-00
			15/2 P	00-22-00				117	00-03-00
			15/1 P	00-07-00				123	00-24-00
			14/2 P	00-01-00				127	00-18-00
			27/1 P	00-23-00				122	00-05-00
			27/2 P	00-02-00					
			29/4 P	00-07-00	Raigad	Pen	Aativali	25/3 P	00-14-00
			29/2 P	00-15-00				25/1B P	00-01-00
			28/1 P	00-02-00				25/2 P	00-08-00
			30/5 P	00-28-00				24/6 P	00-13-00
			30/3 P	00-03-00				24/2 P	00-08-00
			30/4 P	00-05-00				24/4 P	00-14-00
			30/2 P	00-02-00				24/3 P	00-03-00

1	2	3	4	5	1	2	3	4	5
Raigad	Pen	Aativali	24/1 P	00-08-00	Raigad	Sudha-gadh	Shiloshi	62/2 P	00-34-00
			21/2 P	00-01-00				62/1 P	00-28-00
			18/5 P	00-01-00				60/1A P	00-02-00
			18/4 P	00-04-00				60/1B P	
			18/3 P	00-05-00				60/2 P	00-11-00
			18/2 P	00-11-00				61/2 P	00-13-00
			18/1 P	00-29-00				61/1 P	00-13-00
			17/2 P	00-23-00				61/3 P	00-16-00
			17/3 P	00-01-00				58/2 P	00-34-00
			15/5 P	00-20-00				58/3 P	00-04-00
			15/2 P	00-01-00				54/3 P	00-10-00
			15/3 P	00-20-00				54/2 P	00-10-00
			15/4 P	00-04-00				54/1 P	00-08-00
			15/1 P	00-09-00				53	00-35-00
			14/1A P	00-02-00				52/2 P	00-02-00
			14/1B P					52/3 P	00-10-00
			16	00-05-00				Nala	00-09-00
			Gavthan	00-05-00				50	00-03-00
								38/1A P	00-11-00
								38/1B P	
Raigad	Pen	Kharchola	23/1B P	00-07-00				39/2 P	00-01-00
			23/1A P	00-21-00				39/3 P	00-23-00
			23/2 P	00-20-00				39/4 P	00-40-00
			23/3 P	00-10-00				39/5 P	00-25-00
			12/B P	00-19-00				37/7A1, 7A2	00-33-00
			18/1B P	00-31-00				37/7B, 7C, 7D	
			18/1A P	00-24-00				37/10 P	00-02-00
			17/2B P	00-14-00				37/8 P	00-09-00
			17/2A P	00-13-00				37/6 P	00-03-00
			16/1A P	00-05-00				37/5 P	00-05-00
			16/1B P	00-12-00				36/1 P	00-13-00
			16/1C P	00-03-00				36/4 P	00-20-00
			16/1D1 P	00-01-00				35/4 P	00-05-00
			15/2B P	00-10-00				35/3A, 3B	00-17-00
			15/2A P	00-12-00				35/2 P	00-21-00
			13/12 P	00-01-00				35/1 P	00-11-00
			13/11 P	00-02-00				31/1 P	00-01-00
			13/10 P	00-03-00	Raigad	Sudha-gadh	Sidheshwar	18/1 P	00-01-00
			13/9B P	00-09-00				16/2A P	00-01-00
			13/8 P	00-07-00				16/2B P	00-15-00
			13/6+7A P	00-05-00				17/2 P	00-01-00
			13/5 P	00-02-00				14	00-24-00
			13/4 P	00-02-00				12/4 P	00-01-00
			13/3 P	00-03-00				12/5 P	00-42-00
			13/2 P	00-05-00				12/6 P	00-04-00
			13/1 P	00-09-00				5/1 P	00-04-00
			14/1A P	00-01-00				6/2 P	00-01-00
			14/1B P	00-08-00				6/4 P	00-37-00
			Nala	00-18-00				C. T.	00-01-00
			11/3 P	00-06-00				7/1 P	00-41-00
			11/4 P	00-06-00				8/2 P	00-16-00
			11/1 P	00-13-00				Nala	00-05-00
			11/2 P	00-01-00				48/1A P	00-15-00
								48/1B P	

1	2	3	4	5	1	2	3	4	5
Raigad	Sudha-	Sidheshwar	48/3 P	00-04-00	Raigad	Sudha-	Apatvane	551	00-17-00
	gadh		48/4 P	00-09-00		gadh		550	00-01-00
			46/3 P	00-44-00				548	00-13-00
			45/1A P	00-01-00				545	00-07-00
			45/1B P					542	00-11-00
			45/2A P	00-15-00				543	00-12-00
			45/2B P					541	00-04-00
			38/1A P	00-29-00				540	00-04-00
			38/1B P		Raigad	Sudha-	Ambavali	60/6 P	00-08-00
			38/2 P	00-19-00		gadh		60/1 P	00-06-00
			39	00-06-00				58/3 P	00-05-00
			40/2 P	00-08-00				58/2 P	00-04-00
			Nala	00-*05-00				58/1 P	00-31-00
Raigad	Sudha-	Apatvane	50	00-04-00	Raigad	Sudha-	Bharje	Road	00-07-00
	gadh		48	00-05-00		gadh		96	00-01-00
			51	00-17-00				98	00-10-00
			49	00-02-00				97	00-04-00
			52	00-15-00				130	00-05-00
			64	00-08-00				135	00-03-00
			53	00-20-00				134	00-07-00
			54	00-19-00				140	00-31-00
			55	00-14-00				142	00-19-00
			56	00-29-00				143	00-16-00
			57	00-03-00				145	00-01-00
			23	00-23-00				144	00-02-00
			24	00-01-00				42/A	00-20-00
			22	00-01-00				42/B P	
			21	00-20-00				88	00-05-00
			18	00-09-00				43	00-09-00
			14	00-11-00				44	00-08-00
			17	00-09-00				45	00-04-00
			15	00-17-00				32	00-87-00
			13	00-01-00				38	00-02-00
			11	00-21-00				387	00-14-00
			12	00-15-00				31	00-12-00
			9	00-06-00				608	00-07-00
			8	00-13-00				609	00-09-00
			7	00-18-00				623	00-07-00
		C. T.	00-01-00					607	00-14-00
		Nala	00-05-00					624	00-02-00
		598	00-18-00					606/1,2	00-08-00
		597	00-07-00					604	00-03-00
		596	00-19-00					626	00-39-00
		599	00-01-00					568	00-02-00
		562	00-20-00					569	00-03-00
		564	00-36-00					627	00-33-00
		563	00-20-00					596	00-07-00
		557	00-01-00					595	00-20-00
		556	00-29-00					582	00-33-00
		553	00-01-00					592	00-01-00
		564	00-08-00					584	00-22-00
		552/A P	00-25-00					585	00-19-00
		552/B P						625	00-01-00

1	2	3	4	5	1	2	3	4	5			
Raigad	Sudha- gadh	Godsai	33	01-20-00	Raigad	Sudha- gadh	Tamsoli	74A P	00-04-00			
			34	00-01-00				74/B P	00-16-00			
			35	00-08-00				97	00-01-00			
			240	00-25-00				96	00-09-00			
			239	00-01-00				86	00-01-00			
			237	00-10-00				88	00-01-00			
			236	00-14-00				89	00-02-00			
			Road	00-06-00				Nala	00-05-00			
			235	00-16-00				90	00-01-00			
			N.H. 17	00-08-00				91	00-01-00			
			246 B P	00-22-00				92	00-01-00			
			Govt. Land	00-19-00				95	00-07-00			
			247	00-01-00				100	00-07-00			
Raigad	Sudha- gadh	Hadwali	Govt. Land	02-42-00				101	00-04-00			
			57	00-48-00				112	00-06-00			
			56	00-06-00				113	00-06-00			
			55	00-05-00				114	00-07-00			
			54	00-07-00				115	00-05-00			
			22	00-15-00				116	00-07-00			
			Nala	00-07-00				117	00-10-00			
Raigad	Sudha- gadh	Madhali	Nala	00-06-00				118	00-05-00			
			12/3 P	00-23-00				119	00-01-00			
			12/2 P	00-03-00				120	00-01-00			
			12/4 P	00-14-00				Nala	00-03-00			
			10/2 P	00-08-00				159	00-01-00			
			10/1 P	00-15-00				154	00-03-00			
			38	00-11-00				155	00-04-00			
			11/1 P	00-16-00				153	00-02-00			
			9/6 P	00-01-00				152	00-01-00			
			9/2 P	00-08-00				156	00-20-00			
			9/1 P	00-03-00				198	00-33-00			
			7/3 P	00-08-00				195	00-01-00			
			7/2 P	00-07-00				196	00-07-00			
			7/1 P	00-01-00				197	00-08-00			
			8/1 P	00-43-00				208	00-06-00			
			8/2 P	00-00-50				209	00-01-00			
			37	00-03-00				297	00-12-00			
			3	00-59-00				204	00-01-00			
			2/3 P	00-35-00				298	00-16-00			
			2/1 P	00-01-00				219	00-16-00			
			2/2 P	00-01-00				223	00-04-00			
								222	00-03-00			
Raigad	Sudha- gadh	Tamsoli	63A P	00-21-00				239	00-01-00			
			63B P	00-31-00				240	00-24-00			
			64B P	00-47-00				245	00-01-00			
			66B P	00-06-00				243	00-36-00			
			66A P	00-15-00				241	00-03-00			
			67B P	00-05-00				242	00-13-00			
			68	00-05-00				Govt. Land	00-18-00			
			69	00-05-00				Raigad	Roha	Nagothana	River	00-18-00
			70	00-01-00				148	00-17-00			
			71	00-05-00				149	00-17-00			
			72	00-09-00				150	00-16-00			
			73	00-19-00				151	00-44-00			

1	2	3	4	5	1	2	3	4	5
Raigad	Roha	Nagothana	158	00-35-00	Raigad	Roha	Ninandi	59	00-07-00
			157	00-19-00				60	00-03-00
			160	00-44-00				61	00-03-00
			163	00-20-00				63	00-04-00
			166	00-03-00				62	00-04-00
			167	00-01-00				84	00-03-00
			162/2 P	00-30-00				85	00-02-00
Raigad	Roha	Kansai	194	00-10-00				83	00-13-00
			200	00-32-00				82	00-09-00
			199/2 P	00-12-00				81	00-03-00
			199/1 P	00-01-00				79	00-09-00
			201	00-01-00				80	00-01-00
			Canal	00-14-00				78	00-05-00
			170	00-14-00				77	00-02-00
			173	00-17-00				76	00-01-00
			174	00-32-00				71	00-03-00
			172	00-03-00				72	00-20-00
			157	00-01-00				Nala	00-12-00
			151	00-44-00	Raigad	Roha	Velsheta	321	00-01-00
			150	00-12-00				322	00-08-00
			147	00-03-00				318	00-08-00
			149	00-23-00				319	00-02-00
			119	00-27-00				317	00-07-00
			116	00-10-00				313	00-14-00
			118	00-12-00				316	00-13-00
			117	00-21-00				325	00-02-00
			124	00-03-00				326	00-19-00
			101	00-48-00				315	00-31-00
			91	00-34-00				329	00-04-00
			86	00-03-00				303/A P	00-51-00
			88	00-02-00				Nala	00-06-00
			89	00-10-00				302	00-08-00
			90	00-09-00				297	00-17-00
			Nala	00-08-00				296	00-36-00
Raigad	Roha	Ninandi	235	00-29-00				295	00-15-00
			233	00-19-00				288	00-22-00
			236	00-01-00				289	00-02-00
			226	00-12-00				287	00-04-00
			227	00-01-00				286	00-02-00
			225	00-08-00				284	00-01-00
			224	00-19-00				285	00-13-00
			223	00-02-00				283	00-01-00
			222	00-05-00				282	00-15-00
			5	00-02-00				356	00-07-00
			6	00-04-00				264/A P	00-20-00
			4	00-04-00				258/A/1 P	00-23-00
			8	00-06-00				261	00-04-00
			10	00-40-00				Nala	00-06-00
			55	00-07-00	Raigad	Roha	Balsai	138	00-07-00
			54	00-01-00				139	00-15-00
			280	00-05-00				136	00-27-00
			57	00-25-00				Govt. Land	00-08-00
			58	00-03-00				Canal	00-05-00

1	2	3	4	5	1	2	3	4	5
Raigad	Roha	Balsai	143	00-50-00	Raigad	Roha	Vakhathane	57	00-24-00
			127	00-19-00				58	00-07-00
			147	00-01-00				59	00-14-00
			135	00-04-00				60	00-05-00
			145	00-03-00				62	00-04-00
			129	00-11-00				61	00-15-00
			128	00-12-00				46	00-11-00
		Govt. Land	00-09-00					17	00-14-00
			117	00-01-00				16	00-01-00
			118	00-29-00				45	00-01-00
		S.H. 93	00-05-00					18	00-13-00
			115	00-11-00				20	00-09-00
			114	00-25-00				26	00-10-00
			107	00-01-00				25/A P	00-01-00
			99	00-30-00				493	00-05-00
			98	00-01-00				31	00-20-00
			97	00-12-00				492	00-10-00
			95	00-15-00				Nala	00-14-00
			89	00-15-00				27	00-17-00
			96	00-01-00	Raigad	Roha	Vangani	170	00-15-00
			86	00-02-00				294	00-29-00
			90	00-01-00				249	00-01-00
			91	00-08-00				291	00-32-00
		93/2 P	00-09-00					293	00-01-00
			92	00-07-00				290	00-01-00
			38/1	00-25-00				Nala	00-02-00
			35	00-35-00				283	00-06-00
			27	00-06-00				281	00-05-00
			31	00-09-00				284	00-09-00
			33	00-28-00				285	00-10-00
Raigad	Roha	Vakhathane	188	00-51-00				296	00-03-00
			167	00-17-00				208	00-06-00
			160	00-02-00				Road	00-08-00
			166A P	00-31-00				278	00-05-00
			Nala	00-07-00				274	00-01-00
			156	00-21-00				Nala	00-07-00
			102	00-15-00				305	00-19-00
			155	00-02-00				303	00-12-00
			103	00-06-00				304	00-11-00
			104	00-15-00				306	00-06-00
			105	00-11-00				365	00-02-00
			98	00-10-00				369	00-11-00
			106	00-12-00				362	00-14-00
			107	00-02-00				361	00-14-00
			97	00-01-00				366	00-13-00
			96	00-02-00				370	00-01-00
			95	00-21-00				Nala	00-08-00
		93A P	00-17-00					373	00-12-00
			94	00-02-00				374/A P	00-32-00
		89A P	00-61-00					379	00-26-00
		Road	00-05-00					381	00-10-00
			55	00-06-00				382	00-14-00
			54	00-05-00				388A P	00-43-00

1	2	3	4	5	1	2	3	4	5
Raigad	Roha	Vangani	386	00-02-00	Raigad	Roha	Palas	212	00-07-00
			387	00-05-00				213	00-13-00
			385	00-01-00				211	00-06-00
			392	00-01-00				214	00-00-50
			391	00-21-00				216	00-13-00
			395	00-13-00				215	00-06-00
			396	00-12-00				219/B	00-14-00
			400	00-34-00				219/A P	00-01-00
			402 A P	00-07-00				225	00-17-00
			401 A P	00-24-00				218	00-01-00
								220	00-02-00
								228	00-19-00
Raigad	Roha	Shetpalas	130	00-25-00				229	00-06-00
			150	00-01-00				230/A P	00-34-00
			131	00-01-00				231	00-00-50
			132	00-04-00				261	00-01-00
			128	00-02-00				258	00-07-00
			133	00-21-00				257	00-04-00
			121	00-03-00				256	00-07-00
			136	00-11-00				264	00-02-00
			134	00-01-00				266/A P	00-12-00
			122	00-02-00				267	00-10-00
			119	00-22-00				268	00-02-00
			117	00-06-00				250	00-10-00
			116	00-12-00				249	00-12-00
			113	00-25-00				248	00-11-00
			200	00-06-00				316	00-23-00
			201	00-06-00				315	00-01-00
			202	00-14-00				314	00-09-00
			86	00-15-00				313	00-13-00
			203	00-02-00				312	00-41-00
			85	00-04-00				311	00-01-00
			83	00-46-00				139	00-18-00
			218	00-06-00				344	00-06-00
			219	00-04-00				345	00-01-00
			220	00-04-00				343	00-02-00
			221	00-40-00				341	00-01-00
			232	00-06-00				342	00-22-00
			231	00-15-00				346	00-06-00
			234	00-08-00				347	00-02-00
		Road	00-03-00					348	00-05-00
			255	00-24-00				Nala	00-12-00
			254	00-06-00					
			264	00-02-00					
			265	00-24-00					
			266	00-20-00					
			268	00-12-00					
			281	00-03-00					
			280	00-16-00					
			282	00-10-00					
			286	00-36-00					
			287	00-05-00					
			285	00-20-00					

[File No. L-14014/24/2004-G.P.]

S. B. MANDAL, Under Secy.

नई दिल्ली, 30 जुलाई, 2004

का. आ. 1928.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 882, तारीख 6 अप्रैल, 2004, जो भारत के राजपत्र

तारीख 10 जून 2004 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अधिकार के लिए निर्दिष्ट भूमि में युग्म गोविन्द सिंह फिल्मिनरीज लिमिटेड (राज्य संस्थानीयम कारपोरेशन लिमिटेड की समनुपांगी) द्वारा मुन्द्रा भौतिक कारपोरेशन के माध्यम से गुजरात राज्य में मुन्द्रा पाइपलाइन के संस्थापन से पंजाब राज्य में भटिंडा तक गुजरात सम्बन्धित कारपोरेशन के परिवहन के लिए गाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के आधिकार का अर्जन करने के अपने आशय की स्थापन की थी;

आप सभा अधिसूचना की प्रक्रिया के लिए यह तारीख 15 जून 2004, एवं उपलब्ध करा दी गई थी:

और आप अधिकारी ने, उक्त अधिसूचना की घारा 6 की उपधारा (1) के अधिकार के लिए उपयोग के अधिकार का अर्जन करने हेतु:

आप सभा, राज्य सरकार, उक्त अधिसूचना की घारा 6 की उपधारा (1) के लिए उपयोग करने के परिवहन के लिए यह घोषणा करती है कि उक्त अधिसूचना के अनुसार अनुसृती में विर्किंटोट भूमि में गाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन करने का विनियम है;

आप सभा, राज्य सरकार, उक्त अधिसूचना की घारा 6 की उपधारा (1) के लिए उपयोग करने के अधिकार का अर्जन करने के लिए यह घोषणा करती है कि इस अधिसूचना में घोषणा अनुसृती में विर्किंटोट भूमि में गाइपलाइन बिछाने के लिए उपयोग के अधिकार अंतिम संकेत जाता है;

उक्त अधिसूचना, यहां उक्त अधिसूचना की घारा 6 की उपधारा (4) के अनुसार उपयोग करने हेतु, यह निर्देश देती है कि उक्त भूमि, जिसका अधिकार, इस घोषणा के प्रकाशन की तारीख को अन्तिम तिथि तक विद्युत होने वाला वर्जन, यारी वित्तनीयमां से मुक्त, युग्म गोविन्द सम्बन्धित कारपोरेशन लिमिटेड (हिन्दूनान अंतिम सम्बन्धित कारपोरेशन लिमिटेड की समनुपांगी) में निर्वहन होगा।

अनुसृती

तहसील : ओसियन ज़िला : जोधपुर गज़ा : राजस्थान

क्रम सं.	गाँव/पाला	घरगुण सं.	हिस्पा	ROU क्षेत्रफल क्रमांक	वीक्षा	विस्ता
(1)	(2)	(3)	(4)	(5)		
1	दानवारा	1092	0	18		

[फाइल नं. अर-31015/45/2001-ओ-आर-II]
हारोड बाहार, अक्षर सचिव

New Delhi, the 30th July, 2004

S.O. 1928.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 882, dated the 6th April 2004, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 10th April, 2004, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for the transportation of crude oil from crude oil terminal at Mundra Port in the State of Gujarat to Bathinda in the State of Punjab through Mundra-Bathinda Crude Oil Pipeline by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited):

And whereas copies of the said Gazette notification were made available to the public on the 15th June, 2004;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted its report to the Central Government;

And whereas, the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline:

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vests, on the date of publication of the declaration, in Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited), free from all encumbrances.

SCHEDULE

Tehsil : Osian District : Jodhpur State : Rajasthan

Sl. No.	Name of Village	Khasra No.	Part if any	ROU-Area Bigha Biswa
(1)	(2)	(3)	(4)	(5)
1	Danwara	1092	0	18

[File No. R-31015/45/2001-OR-II]
HARISH KUMAR, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 8 जुलाई, 2004

का.आ. 1929.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विभूति गोडा माइन्स (प्रा.) लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, बैंगलोर के पंचाट (संदर्भ संख्या 85/01) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-07-2004 को प्राप्त हुआ था।

[सं० एल.-29012/78/2001-आई.आर. (विविध)]

वी. एम. डेविड, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 8th July, 2004

S.O. 1929.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 85/01) of the Central Government Industrial Tribunal-cum Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Vibhuti Gauda Mines (P) Ltd., and their workman, which was received by the Central Government on 08-07-2004.

[No. L-29012/78/2001-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
BANGALORE**

Dated : 30th June, 2004

PRESENT:**SHRIA. R. SIDDIQUI**

Presiding Officer

C. R. NO. 85/01**BETWEEN:**

Sh. K. Somashekhar, President. : I Party
 Samyuktha Gani Karmikara Sangh,
 9/1, Kalamma Street, Bellary,
 Karnataka-583101.

AND

The Director, : II Party
 M/s. Vibhuti Gauda Mines (P) Ltd.
 Hospet Road, Alipura, Bellary.
 Karnataka-583105.

APPEARANCES:

I Party : Shri K. Somashekhar
 President

II Party : Ramesh Upadhyaya
 Advocate

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-29012/78/2001-IR(M) dated 07-12-2001 for adjudication on the following schedule.

SCHEDULE

“Whether the Industrial dispute raised by the President, Samyuktha Gani Karmikara Sangh, Bellary against the management of M/s. Vibhutiguda Iron Ore Mines (P) Ltd., over retrenchment of 24 workmen is justified? If not, to what relief the concerned workmen are entitled?”

2. The case of the I Party Union represented by its President Shri K. Somashekhar, briefly stated is that the names of 24 workmen whose names are incorporated in the annexure enclosed to the claim statement. Were working under the II party Management as semi skilled piece rated workers; that the Samayukta Gani Karmikara Sangha is a registered under the provisions of the Trade Union's Act. The union is having its office at Bellary in Karnataka and it is affiliated the UTUC-LS which is a Central Trade Union. It is submitted that the 2nd party management is situated at Vubhutiguda Iron Ore Mines near Belagalu Thanda, Bellary Taluk, having its Administrative Office at 60/356 a Modi Bhavan, Alipara, Hospet Road, Bellary Karnataka. Mining activities of the 2nd party management are being carried out since more than 30 years under lease agreement by the Central Government. The workmen employed under the 2nd Party management are all the members of 1st party union. the 2nd party management abruptly retrenched the services of the 24 workmen without any notice by issuing individual notices on 05-05-2001 to all the workmen. In the notice dated 05-05-2001 it is stated by the Management that the 2nd consequent upon earlier notice issued on 27-03-2001 and 03-04-2001 negotiations were held to bring about amicable settlement. It is further stated that the management had 2nd round of discussions with the President of the 1st party union and understanding was reached where by lay-off period was extended for 12 days. and thereby ultimatum was communicated. This was followed by final notice dated 14-05-2001 stating that all the 24 piece rated workmen stand retrenched under Section 25-F of the w.c.f. 16-05-2001 that the 2nd party management thus terminated the services of all the workmen which forced the 1st party union to immediately pass a resolution and

thereafter strike notice issued on 25-05-2001 informing the management that in case the management does not give work to these 24 workmen the union would resort to strike after the expiry of 14 days notice period on 08-06-2001. Thereafter, the matter was taken up before the Conciliation Office on 20-06-2001. The union contended that the management taking MMTC policy of not procuring lumpy iron ore, retrenching all 24 workmen is not justified. When this policy of the MMTC is a temporary there is no justification in resorting to retrenchment of 24 workmen. It amounts to illegal action of the 2nd party management. The matter was taken up in conciliations and the conciliation proceedings were also held. After the failure of the conciliation the Union of India has referred this dispute for industrial adjudication; that the management has issued notice dated 05-05-2001 to all 24 piece rated workmen by post. These notices are not readable and cannot be understood. The management has not sent notices dated 27-03-2001 and 03-04-2001 to the workmen as claimed by it. Therefore, the retrenchment notices is not one month notices and thereby violated the provisions of ID Act that the 2nd party management has filed their statement inter alia containing that the management had no option but to retrench the services of 24 workmen w.e.f. 16-05-2001. The management has also made reference to the subsequent discussions held with President of the 1st party union and the Memorandum of Understanding reached between the parties consequent upon which many workmen came forward and received the payment by signing "no due" certificate. Therefore, the management has contended that the dispute does not survive for any further consideration; that there is absolutely no justification in resorting to an act of retrenchment by the 2nd party management by issuing a final notice and retrenching the services of the workmen w.e.f. 16-05-2001. The mining activity means it is not only breaking iron ore, but involves different types of work. The lumpy iron ore is not only the product, which comes out from mines. There are other various types of products, which also comes out of same mines. The MMTC and also other steel and cement factories procure these products. Therefore, the mining activity is going on in full swing. The entire mine is mechanised. It is submitted further that in the mining zone of enter Bellary District no other management had retrenched the workmen on the MMTC policy of not procuring lumpy iron ore. All other managements have provided alternative employment in their respective mines, without removing any workmen. The only mine that removed the workmen is the VGM. The reasons stated by the management are not genuine, bonafide and consequently the action of the Management in resorting to retrenchment to these workmen is not fair and reasonable; that the management acted in a high handed manner in terminating the services of these 24 workmen under the guise of retrenchment; the workmen were under great shock. In fact, the action of the 2nd party management

is unjust, arbitrary and illegal and opposite to the scheme of the Act. After the management issued notice of retrenchment, the workmen were put to untold misery and hardship. There were finally hard-hit on account of utter poverty prevailing in their district. Apart from that, the district being a drought hit area, the workmen were not in a position to make a living. In these circumstance, even if some money is received, it cannot be said that the workmen have given up their rights of other claims against the 2nd party; that the management cannot place reliance, on the said Memorandum of Understanding, which is reached between the 1st party and 2nd party management. Admittedly, all 24 workmen were employed under the 2nd party management were facing lot of financial hardship. They could not get any alternative employment. Under this circumstances, even if some of the workmen have received some money, it cannot be said that the workmen have up their claims against the 2nd party management, including the claim for reinstatement and all other legal dues. Admittedly, it is a case of retrenchment by the 2nd party management, which falls well within the provisions of Sections 2A of the Act. In other words, it is a case of individual dispute. Hence, if there is a Memorandum of Understanding, the same should be with all the concerned workmen. As already stated, under peculiar circumstances, the ten 1st party received some amount from the 2nd party management and consequently it is not a case of settlement as being contended by the 2nd party management; that the so called "no due certificate" said to have been signed by some of the 1st party workmen, is not a valid document and at any rate it cannot be treated as a letter of discharge. In view of forced Un-employment and utter poverty, the 1st party workmen were forced to sign the document; that the management had not paid gratuity and Retrenchment Compensation amount on the basis of 'Average Pay'. The Management has failed to maintain their commitment, i.e. 15 days wages of gratuity and 20 days wages for Retrenchment Compensation, total 35 days wages per every completed year of service, as per their own Retrenchment Notice dated 14-05-2001. The management taking worst conditions of workmen into to their advantage had given only Rs. 3200 per every completed year of service, including Gratuity and Retrenchment compensation. By this action, the management has denied legitimate rights of the workmen and injustice has been committed; that there is abundant work available, in the 2nd party management and therefore, the retrenchment is totally unwarranted. Even thought the workmen were not ready and willing to accept the settlement, the same has been forced upon by signing a Memorandum of Understanding with 1st party union. There is absolutely no justification for the 2nd party management to rely upon the said document. Therefore, the 1st party requested the court to allow their reference.

3. The Management by filing their counter statement while admitting the fact that all the 24 workman

incorporated in the annexure were their employees and that they were semi skilled piece rated workers. However, contended that the MMTC limited, which used to procure manually broken lumpy ore from the management mine, had orally informed that they would stop procurement of manually procured lumpy ore w.e.f. 01-04-2001. Accordingly, the management issued "Notice of retrenchment" to the Union President on 27-03-2001 and also displayed the same on notice board. The contents of the notice has been read over and translated by the Mine Manager to the Executive Committee Members of the Union. The Union president has not denied the receipt of notice except to say that individual notices have not been issued to each of the 1 party workmen. In the meanwhile, the export canalized agents, the MMTC Ltd., has extended the procurement of manually broken lumpy ore upto April 2001 and issued a notice that the procurement will be stopped w.e.f. 01-05-2001 and asked the management to treat this as one month notice. Accordingly, management enclosing the copy of said notice at Annexure-I, issued one more notice on 03-04-2001 to the President of the I party Union after displaying the same on the notice board to take this as 30 days notice under Section 25 F of the ID Act 1947; that the management of Vibhutiguda Mines (P) Ltd., conducted deliberations with the Union President in the presence of the workmen more than 3/4 times during March/April 2001. This clearly shows that the workmen were fully aware of the retrenchment and payments. The decision could not be arrived before the end of April 2001. In order to facilitate the workmen to participate in May Day Rally, the management without prejudice declared Lay Off for 15 days to enable the Union to arrive for a negotiated settlement. Since, the settlement could not be arrived at, the Management issued final letter on 14-05-2001 to the respective workmen along with the payment by cheques. Hence it is no correct that the Management abruptly retrenched the services of 24 workmen without any prior notice; that the management kept informed the Asst. Labour Commissioner (C), Bellary, by endorsing the copies of all the Notices i.e. 27-03-2001, 03-04-2001 and 14-05-2001. It is true the President of SGKS issued a strike notice. When the President has got right to issue strike notice on behalf of the workmen, he has also got the same responsibility to inform the contents of the Notice dt. 27-03-2001 and 03-04-2001 to all the workmen who were the members of its union then. At the instance of the Management the ALC (C), Bellary initiated the conciliation and posted the case to 06-06-2001 at his office and final conciliation on 20-06-2001. Since the President, SGKS, wanted only employment for all the 24 workers, the ALC(C), Bellary concluded the failure of conciliation, on 20-06-2001; that the Management issued notice on 27-03-2001, 03-04-2001 to the President of the Union and the same was displayed on the Notice Board and served to the Executive Committee Members. The Notice dt. 05-05-2001 is only in Kannada language and served to individual workmen.

Hence it is not tenable that the retrenchment notice is not one-month notice. Therefore, there is no violation of ID Act as alleged by the Union President; that there were discussions with regard to retrenchment/re-instatement of the workmen and the Management expressed inability to withdraw the Retrenchment Notice; that these 24 piece rated workmen were employed only for the purpose of breaking Iron Ore Lumps. MMTC was procuring on Ex-plot basis manually broken Iron Ore Lumps size + 12.5 mm to 150 mm (6"). These 24 piece rated workmen were employed only for breaking Iron Ore. Since MMTC stopped procurement of this manually broken Lumpy Ore on Ex-plot basis w.e.f. 01-05-2001, these workmen had no work at mines. Hence, they were terminated. The MMTC converted the procurement from Ex-plot to FOR basis w.e.f. 01-05-2001. FOR supply is by Rakes of 58 Boxed each, quantity being 3500 tonnes. The demand from MMTC comes only when there is shipment. Obviously, we have to keep the stocks for regular supply. This is not possible with normal mining. The demand from MMTC is for Calibrated Ore of size +8 mm to 35 mm and Iron Ore Fines of -10 mm. Manually it is not possible to produce C.Ore of this Size. We have an Iron Ore mine in A.P. State and we have also retrenched 30 piece rated workmen. There is no victimization. At present we have only 8 workmen at mines and they are either Drillers or Helpers and are time rated. There was no possibility of accommodating these 24 workmen at mines and hence initiated retrenchment. These 24 workers approached the President and the members of the Grama panchayat and conducted deliberation with the management. The management struck an agreement with the President and the members of Belagal Grama Panchayat on 19-05-2001 and the copy is marked Annexure-II enclosed. At the instance of the President SGKS Bellary, the workers turned down the agreement of Grama panchayat with the management. Thereafter, 5 out of 24 workers approached management for payment of their entitlements as per the agreement between President, Grama Panchayat and the Management, the copy of this letter is Annexure-III. Thereafter, three workers approached management for payment based on this Grama Panchayat agreement; that the Union President, who has initiated for a settlement and approached the Management and signed the MOU on 26-11-2001. Before his approach for MOU, 8 out of 24 retrenched workmen, had received their entitlements to their full satisfaction and signed the "No Due Certificates". There was no force on any of the workmen. The MOU is signed only for remaining 16 workmen. All the 16 workmen received their entitlement as per this MOU between Union and the management. When Union President & the Executive Committee Members along with workmen have represented the case and arrived at MOU, it is no tenable that the MOU should be with all concerned workmen. The Management has paid the Bonus and Leave Salary even before signing of MOU. Therefore, the question of poverty as stated by Union President is not correct. Many of the

workmen have their own agricultural fields. Few of the workmen have purchased Autos and are operating few of them have started small shops. Almost all the workmen are already settled. Three workers joined together and purchased a Tipper Truck and the management has provided them regular transport work for this truck, at their mines; that the MOU is signed under Sec. 18(1) of the ID Act 1947. The Union President himself is the person involved in the Agreement. He is the person representing all the 24 workmen. If his signature is not valid, then the very purpose of Unionism itself gets defeated. It is not that some workmen have received amount. It is 24 out of 24 workmen who have received the payments; that the "No Due Certificate" signed by the workmen is a valid document according to the Management. There was no force acted upon them. "No Due Certificate" has come by their willingness.

4. Therefore, in the last the management submitted that the retrenchment of all the 24 workmen is because of the MMTC Policy but not vindictive and that it has paid retrenchment compensation as well as gratuity to each of the I party workmen in pursuance of MOC signed with the Union President on 26-12-2001. The Management also helped the workmen to encash their cheques. all the workmen have filed their claim forms for refund of their PF amount and all of them are eligible for pension since they have contributed for PF more than the required years. Therefore, the management requested the court to reject the claim statement.

5. Keeping in view the point of reference the burden to establish the claim as made out in the claim statement, was cast upon the I party Union. The Order sheet maintained by this tribunal would reveal that after the counter statement was filed by the Management, the matter underwent several adjournments to report the settlement to be arrived between the parties. However till 19-03-2003 settlement was not reported and on 30-03-2004 case was posted once again for the evidence of I party is a last chance. On 28-04-2004 since no evidence was adduced by the I party nor the I party remained present before the court, the case came to be posted for evidence of Management. On 10-06-2003, the management on its behalf examined one witness as MW1 and got marked 5 documents namely.

1. Letter of authorisation issued to MW 1 to give evidence before this tribunal.
2. Xerox copy of the MOU between I party Union and the Management taken place on 26-12-2001.
3. Bank statement copy showing the payment of compensation amount and other benefits to the workmen.
4. No due certificate series passed by the workmen in favour of the management for

having received the retrenchment compensation amount and other benefits.

5. Joint Acknowledgement made by the workman for having received payments from the management.

6. The statement of MW 1 in his examination-in-chief (not cross-examined by the first party being absent) is as under:

"Since March 2001 I have been working as Senior Executive of the II party Management. I Know the facts of the case and the I party. I have been authorized vide letter at Ex M-1 by the Management to give evidence in this case.

Our company has been supplying Iron Lumpy ore manually broken to mainly to Minerals and Metals Trading Corporation (MMTC), Bellary who are canalizing agency for exporting of Iron Ore on behalf of Government of India. We have been engaging about 24 labourers for breaking the big pieces of Iron Ore into small pieces.

Our Management received a notice from MMTC in March 2001 that they are not going to receive manually broken Iron Ore but receive only mechanically crushed Iron Ore Powder. Therefore, we also give notice to the said 24 workers through their Union Leader to Mr. Somashekhar terminating their services on payment of compensation. They did not agree to our proposal and the dispute went to the Conciliation before ALC(C), Bellary resulting into the present reference.

In the meanwhile 5 of the first party 24 workmen came forward and received the compensation amount from the Management on 08-10-2001. On 20-12-2001, 3 more first party workmen came and received the compensation amount. On 26-12-2001 the President Somashekhar along with rest of the 16 workers approached the Management and after having settled the dispute received a compensation amount vide Memorandum of Understanding dated 26-12-2001. Original Memorandum is with ALC(C), Bellary, being sent for information. The Xerox copy of the same is produced here is marked as Ex M-2 subject to production of original.

The compensation amount was paid through cheque individually and they have been encashed by the workers. Bank statement copy for payment is at Ex. M3. Each worker

has given No Due certificate in favour of the Management; they are marked as Ex M4 series. All the workers have acknowledged the payment putting their signatures and some of them thumb marks on the statement against their name, the statement is marked as Ex M5. Therefore, I request the court that the dispute has been settled between the Management and the I party workmen and therefore reference may be rejected."

7. Learned Counsel for the management submitted that in the light of the statement of MW1 and the documents at Ex M2 to M5 (Originals have been produced before the court as per undertaking), the workmen have settled their dispute with the Management and have received the retrenchment compensation amount, gratuity and other benefits as per MOU entered into between the I party Union and the Management. Therefore, he submitted that the reference on hand will have to be disposed off as dispute settled out of court. He also submitted that the averments made in the claim statement that some of the workmen have received compensation due to poverty etc., and that they are not agreeable to the MOU, have remained to be substantiated by the I party Union, there being no evidence produced on its behalf before this tribunal. After going through the statement of MW1 and the documents at Ex .M2 to M5 I find substance in the submissions made for the management. From the perusal of the statement of MW1, it gets crystal clear the action of the Management in retrenching I party workmen is not motivated with any malafide or by way of unfair labour practice. It is in the statement of MW1 that the I party workmen were working with their mine which is supplying Iron lumpy ore manually broken mainly to Minerals and Metals Trading Corporation (MMTC), Bellary, which is canalizing agency for exporting of Iron ore on behalf of Government of India. He has further stated that the management received a notice from MMTC in March 2001 that they are not going to receive manually procured Lumpy ore but receive only mechanically crushed Iron Ore Powder. Therefore, they also gave notice to the I party workmen through their Union Leader Mr. Somashekar terminating their services on payment of compensation. They did not agree to the proposal and the dispute was raised before the conciliation officer Bellary resulting in to the present reference. He further stated that in the meanwhile 5 of the I party workmen came forward and received a compensation amount on 08-10-2001 and 3 of them received the amount on 20-12-2001. He stated that on 26-12-2001, the president of the Union Mr. Somashekar alongwith rest of the 16 workers approached the Management and after having settled the dispute received

compensation amount as per MOU dated 26-12-2001, which MOU has been marked before this court as Ex. M2. Then MW1 stated that the compensation amount was paid through cheques individually and have been encashed by the workers and the statement prepared by the bank is at Ex. M3, he further stated that each worker has given No Due certificate marked at Ex M4 series. They have also acknowledged their payments putting their signatures and thumb marks on the statement against their names at Ex .M5. Therefore from the above statement of MW1, it complied with the documents marked at Ex M2 to M5, it becomes crystal clear that the management was constrained in retrenching the services of workmen with no malafide intention, but for the reasons that the lumpy Ore manually broken for which purpose the I party workmen were engaged could not be supplied to MMTC for the reasons stated above, it was forced to terminate their services. Moreover, the retrenchment has been done in compliance with the provisions of Section 25 Fa & b of ID Act. In addition to that the dispute between the parties has been amicably settled as per MOU at Ex. M2 entered into between the Union President and the Management Agent.

8. The documents produced at Ex. M3 to M5 to evidence the fact that the workers have received the compensation as well as other benefits passing the acknowledgement statement, issuing no due certificates, etc. and the statement of MW1 have gone unchallenged and uncontested on the part of the I party workmen, as they have not chosen to come forward and lead either oral or documentary evidence denying the said MOU or the payment of retrenchment compensation, Gratuity etc. or to substantiate the various averments made in the claim statement contrary to the case made out by the Management in their counter statement. In the result the tribunal has no hesitation in its mind to come to the conclusion that the retrenchment of the I party workmen has been done in compliance with the provisions of Section 25F and that the dispute between the parties has been settled once for all in the light of MOU at Ex. M2 and the payments made vide Ex. M3 to M5. Accordingly, the reference is answered and award is passed.

ORDER

Reference stands dismissed as dispute settled out of court. No costs.

(Dictated to LDC, transcribed by her corrected and signed by me on 30th June, 2004)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 8 जुलाई, 2004

का.आ. 1930.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान पेट्रोलियम कार्पॉ. लि. के प्रत्यंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुवंश में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण, बंगलोर के पंचाट (संदर्भ संख्या 57/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-07-2004 को प्राप्त हुआ था।

[मं. एल.-30011/10/93-आई० आर० (विविध)]

बी०ए० डेविड, अवर सचिव

New Delhi, the 8th July, 2004

S.O. 1930.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 57/97) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Petroleum Corp. Ltd., and their workmen, which was received by the Central Government on 08-07-2004.

[No. L-30011/10/93-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated the 23rd June, 2004

PRESENT:

SHRI A.R. SIDDIQUI, Presiding Officer

C.R. No. 57/97

1st Party

1. V.N. Srinivasa Reddy
D. No. 233.
Durga Mohalla,
Near Tin Factory,
Old Madras Road,
Bangalore-560 016
2. B.V. Srinivasan,
C/o Sri Subbanna,
D. No. 60,
Masjid Road,
K.R. Puram,
Bangalore-560 036
3. R. Murthy,
Mahadevapura,
Dooravani Nagar Post,
Bangalore-560 048
4. V.N. Munireddy
D. No. 49.
B. Narayanapura,
Bangalore-560 016

2nd Party

- : Sr. Regional Manager
M/s. Hindustan Petroleum Corporation Ltd.,
4th Floor,
Indian Express Building,
Bangalore-560 001
- :
- :

5. M. Lurdhuswamy,
No. 64, Motappanapalya
Indranagar,
Bangalore-560 038

6. R. Chand Pasha,
No. 238,
Dargah Mohalla,
Dooravani Nagar,
Vijayanpura,
Old Madras Road,
Bangalore-560 016

7. P. Rajendran,
No. 7, Shaktinagar,
Behind T.T. Ltd.,
Old Madras Road,
Dooravani Nagar,
Bangalore-560 016

8. K. Balu,
No. 53, Venkataramanappa
Lane,
B. Narayanapura,
Whitefield Road,
Dooravani Nagar,
Bangalore-560 016

9. P. Jagadeesan,
Door No. 57,
Keshavanagar,
Magadi Road,
Banagalore-560 023

AWARD

The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-30011/10/93-IR (Misc) (Coal-I) dated 17-7-1995 for adjudication on the following schedule :

SCHEDULE

“Whether the action taken by the management of Hindustan Petroleum Corporation Ltd., Bangalore in terminating the services of Shri Srinivasa Reddy and 8 other General Mazdoors (as per list enclosed) is correct and justified? If not to what relief they are entitled?”

2. The case of the first party workmen as made out in the Claim Statement briefly stated is that the various service particulars, the date of joining the duties, last drawn wages, number of years of service and date of termination etc. have been given by them in the Annexure filed along with the Claim Statement to be read as part of the Claim Statement. It is alleged that the Second Party Management (herein after called) the Management, is in the habit of extracting permanent nature of work from the workmen showing them as Contract Labourers for many years and

later terming them as Permanent Workers with a malafide intention to exploit the labourers; that all the first party workmen were appointed by the management after holding test, interview etc. and after satisfying about their suitability to the said post. It is to be noted that these workmen were working with the management itself since many years under a Labour Contractor as general workmen. The number of years of service put in by them under the said Contractor with the management is also clearly mentioned in the said annexure; that in fact even during their employment with the Labour Contractor, these workmen were discharging permanent nature of job only. In fact their appointment by the management during April, 1991 is only a formal one, they being already the employees of the management since many years. They were given the appointment orders during 1991 though they were doing the said job since many years therefore, these appointment orders cannot be construed as fresh appointments in the eye of law; it being done by the management with a malafide intention to break the continuity of service; that the workmen were discharging their duties since beginning with utmost honesty and diligently and their service records were without any blemish throughout. They have completed continuous service during each of the year as defined under section 25 B of the ID Act; that all the first party workmen are over aged now for any other employment and they were all eking out their livelihood out of the wages earned by them; that though the workmen were in service since many years and found to be suitable to the duties they were discharging, the management again appointed them on probationary basis illegally and therefore, it is a case of exploitation and the orders of appointment are not valid in the eye of law. thus, fresh appointment orders were issued only with a pre-determined intention to sack them as suitability to the post already having been assessed by the management; that all these workmen since started to persuade the management to give them service weightage and benefits considering their earlier services, the management developed hostile and adamant attitude towards them and all of a sudden to their utter surprise, terminated their

services by order dated 25-5-1992, on the ground of furnishing false information to the management at the time of their employment; that the allegation by the management of giving false information is a false hood as the workmen are not guilty of any such act at any point of time, more over no fresh appointment orders could have been issued by the management, the workmen already being in its service since many years earlier to the appointment order; that the action of the management in terminating the services of the workmen is arbitrary under a colourful exercise of power in violation of the settled principles of law and the various decisions of the Hon'ble Supreme Court in as much as no enquiry was conducted for the alleged misconduct committed by the workmen; that none of the first party workmen have ever given any letter of admission admitting the alleged misconduct at any point of time infact they were forced to give letters under the dictates of the management, threatening the workmen to terminate their services if they refused to heed their demand. Therefore, the first party workmen having no other alternative had to yield to the pressure tactics of the management and they have been exploited by the management by terminating their services which amounts to their economic death, infact they have not admitted any allegation mentioned in the termination orders; that the action of the management is unjust and against the principles of Natural Justice and fair play in as much as no opportunity what so ever much less reasonable opportunity given to them to prove their innocence by conducting an enquiry that the action of the management in terminating the services of the workmen otherwise for misconduct tant-amounts to retrenchment as defined under Section 2(oo) of the ID Act in as much as there was no compliance of the mandatory requirement under Section 25 F (a)(b)(N) of the ID Act; that their termination on the strength of got up documents without holding any enquiry is a clear case of victimization and an act of unfair labour practice rendering them and their family members to great hardship and mental agony. Therefore, requested this court to pass award allowing their reference. The annexure annexed with the Claim Statement of the first party workmen is as follows :—

ANNEXURE

S. No.	Name of the workmen	Designation	Date of joining	No. of years of service	Last drawn wages (Rs.)	Date of termination
1	2	3	4	5	6	7
1.	V.N. Srinivasa Reddy	General Worker	1988	4 years	2,650/-	31-5-1992
2.	B.V. Srinivasan	-do-	1983	9 years	2,650/-	31-5-1992
3.	R. Murthy	-do-	1981	11 years	2,650/-	31-5-1992
4.	V.N. Munireddy	-do-	1983	9 years	2,650/-	31-5-1992
5.	M. Lurdhu Swamy	-do-	1983	9 years	2,650/-	31-5-1992
6.	R. Chand Pasha	-do-	1988	4 years	2,650/-	31-5-1992

1	2	3	4	5	6	7
7.	P. Rajendran	General Worker	1985	7 years	2,650/-	31-5-1992
8.	K. Balu	-do-	1986	6 years	2,650/-	31-5-1992
9.	P. Jagadeeshan	-do-	1983	9 years	2,703.14	31-5-1992

3. The management while denying the various averments made in the Claim Statement by the first party, *inter alia* contended that it is a Government of India undertaking having its own recruitment rules, policies and procedures framed in line with the guidelines issued by the Government of India through the concerned Ministry from time to time. It contended that in fact all the work of the management corporation which is perennial in nature is to be carried out through permanent workmen and the work which is intermittent in nature is carried out through Contractors normally, by following the necessary procedure under the Contract Labour Act. While denying the allegation that the workmen were performing the job of permanent nature prior to the aforesaid appointment orders, it was contended that they were being engaged by the Contractor for performing certain jobs which were intermittent in nature. Therefore, question of the workmen being engaged by the management earlier to those appointment orders and they performing the duties honestly etc. does not arise. In the result there is no violation of Section 25(b) of the ID Act; that the first party workmen were appointed on permanent rolls of the management along with others on the basis of the records and the documents submitted by them in proof of their age, educational qualification and experience etc; that during the investigation when it was found that they have submitted false documents and got their appointment on permanent basis, their services were terminated in terms of appointment letters viz. Clause 10(b) of those letters. Therefore, their contention that they were already in the service of the management and those appointment orders were made putting them on probation of six months with a malafide intention and to sack them in future are all false and untrue, that the workmen were appointed on permanent pay roll after preliminary verification of the information and documents submitted by them but on further verification it was found that they have furnished false information with fabricated documents, show cause-notices were issued to them and since they have admitted the production of false and fabricated documents, their services were terminated and therefore, there is no need for holding any further enquiry in the matter and therefore, the action of the management was quite illegal and justified. While, denying the allegation that the letters of admission of the guilty has been obtained from the workmen forcibly and giving threats etc, the management contended that the workmen have voluntarily given letters admitting the fact of production of false certificates and information with a view to an interview. Therefore, when the services of the workmen have been terminated in terms of Clause 10(b) of the aforesaid appointment orders, the question of compliance of Section 200(1) read with Section 25(F)(a)(b) and 25(N) of the ID Act does not arise. Hence the reference

will have to be rejected.

4. Therefore, in the light of the above the point of reference to be decided is "**Whether the action of the management in terminating the services of Shri Srinivasa Reddy and other general mazdoors (hereinafter called the workman) is correct and justified and if not to what relief they are entitled**"

5. The burden as per the point of reference was cast upon the management to show that their said action was correct and justified and in order to establish their case, the management examined one witness as MW1 and got marked 46 documents at Ex. M1 to M46. He was cross examined on behalf of the workmen. First party workmen have filed their separate and individual affidavits almost reiterating the averments made in the Claim Statement. Only two of workmen Viz. V.N. Srinivasa Reddy and B.V. Srinivasan were cross examined for the management and their statements in cross examination was adopted for other workmen with the consent of the learned counsels appearing for the respective parties vide order sheet dated 11-1-2002.

6. The statement of MW1 Ex-In-Chief reads as under:—

"I know, the facts of this case on the basis of the records maintained in the 2nd Party, I was working at Bangalore LPG filling plant during the period of appointment and termination of the workmen referred in the schedule.

The appointments are made by issuing paper publication calling application from the intend person who fulfills the other requirement expressed in the newspaper. The eligible qualifications are age, education, experience which has been stated in the advertisement.

The applications of the intended employee were verified and called for the interview. After the interview this 9 workmen were appointed. After the appointment the vigilance department has asked to check the testimonials submitted by the first party. The Vigilance found that some of the certificates filed find of some of workmen will not delivered and in some cases in date of birth, age and qualification was found not correct. The Investigation filling witness was made by approaching the concerned authority and after ascertainment there was statement taking. After receiving the report of the vigilance we have issued show cause-notices to the workmen. All the workmen have submitted their reply to the show cause-notice. In their reply they have accepted the facts of producing false documents. Since the fact of giving false particulars are true we have terminated their services in accordance with the rules.

Since they have not fulfilled the requirements of appointment they are not entitled for any relief.

Ex. M1 is the extract of advertisement given by the Second party. Ex. M2 to M10 are the applications and school leaving certificates of the workmen, Srinivasa Reddy, Srinivasan, R. Murthy, V. N. Munireddy, Lourdu Swamy, Chand Pasha, T. Rajendran, T. Balu and T. Jagadeeshan Respectively. Ex. M11 to M-19 are appointment letters issued to these workmen. Ex. M20 to Ex. M28 are the show cause-notices issued these persons. Ex. M29 to Ex. M-37 are the original certificate of these workmen. Ex. M38 to Ex. M46 are the termination orders. At point of praise these workmen worked in for establishment in any capacity before their appointments in respect of the advertisement spoken to by."

7. I would like to refer to the statement of MW1 in his cross examination and the statements of two workmen in their cross examination as and when found necessary and relevant.

8. Based on the aforesaid evidence available on record, the learned counsel for the management vehemently argued that in pursuance to the newspaper add marked as Ex. M1, the first party workmen along with others appeared for interview for the selection of General Mazdoor post submitting their applications and furnishing the information with regard to the age, educational qualification and experience along with their School Leaving Certificate as required for the selection of the said post and the workmen along with few others were selected for the said post after the preliminary verification of the documents and information submitted by them. They were appointed as per the appointment order dated 31st August 1991 and reported for duty. However, in course of further investigation done by the Vigilance Cell concerned, it was found that these 9 workmen have submitted false and fabricated documents giving false information with regard to age, educational qualification and experience and therefore, each one of them was served with the aforesaid show-cause notices marked Ex. M20 to M28. In response to the show-cause notices, the learned counsel argued that the workmen have submitted their letters at Ex. M29 to M37 wherein in no uncertain terms they have admitted the guilt of furnishing false information with fabricated documents and therefore, in the light of the admissions of the guilt by the workmen, their services were terminated vide termination letters at Ex. M38 to M46 dated 25-5-92. Learned counsel therefore, submitted that it being a clear case of admission of guilt of misconduct by the workmen, the management was not obliged or thought it necessary to conduct any regular Domestic Enquiry against the workmen and therefore, the action of the management in terminating the services as per Clause 10(b) of appointment orders, cannot be said to be illegal or against the principles of Natural Justice. He also submitted that the termination of the workmen was not a termination giving rise to the compliance of provisions of Section 25(F) (a & b) of the ID Act. Therefore, it cannot be said that it was the case of

retrenchment and non compliance of the said provision of law has rendered the termination orders illegal. Whereas, the learned counsel for the first party workmen argued that the first party workmen in fact were already in the service of the management performing the same job which they were carrying out subsequent to their appointment orders, though they were being shown on the roll of the management as Contract Labourers. He submitted that the aforesaid appointment orders were quite formal in nature and therefore, even if it is taken granted for a moment that the information furnished by the workmen with regard to the requirement called for selection of such post was not found correct, it made no difference as the workmen were general labourers not requiring any qualification for selection.

9. Nextly he contented that the so called letters given by the workmen admitting their guilt was not the voluntary act but those letters were obtained by the management putting them under threats and giving the assurance that they will not be removed from the job. He contented that even otherwise on the basis of those letters, the management was not competent and justified in terminating the services of the workmen without conducting any regular enquiry proving the said charge of misconduct filed by their oral and documentary evidence so as to falsify the information and particulars furnished by the workmen in getting their selection to the job. He argued that term 10(b) of appointment orders also gives no absolute right to do so without affording opportunity of hearing by conducting enquiry. Therefore, since it was a case of alleged misconduct, the management was duty bound under the law and principles of Natural Justice enjoined upon it to get the misconduct proved by holding a regular enquiry and since the termination orders are not preceded by such an enquiry, they are void, ab initio and illegal. He nextly contented that even otherwise the charge of misconduct has not been proved before this court leading any oral and documentary evidence to establish the fact that the information and particulars submitted by the workmen were false and fabricated. The document Ex. M1 to M38 will not come to the help of the management in establishing such fact and whereas the testimony of MW1 is again not useful for the purpose, as he is neither the Investigation Officer nor could have spoken to the investigation done by the vigilance Cell concerned in finding out the truth or otherwise of the matter. He argued that even otherwise the termination tantamounts to retrenchment as defined under Section 2(oo) of the ID Act and since requirements as provided under Section 25(a) & (b) are not complied with, termination orders will have to be set aside as illegal and invalid.

10. In support of his argument, learned counsel cited the decisions reported in 1996 (2)LLJDB Madras Page 216 and 2002(1)KCCRSN71(DB). In reply to the said argument, the second party counsel submitted that the aforesaid ruling are not applicable to the present case. He also argued that prior to the appointment in question, the workmen might have worked with the management as Contract Labourers and therefore, their service earlier to the appointment has no bearing in the case on hand.

11. First, of all let me clear on the point as to whether the services of the workmen earlier to their appointment orders merit any consideration. In their Claim Statement itself at Para 5 & 6, the workmen have admitted that the management was in the habit of extracting permanent nature of work from them showing them as Contract Labourers for many years. They further admitted that even during their employment with the Labour Contractor, they were discharging permanent nature of job only and that their appointment in 1991 was the formal one. The workman B.V. Srinivasan and the workman Srinivasa Reddy in their very opening sentence of cross examination have admitted that before they were appointed, they were not working under the management. Therefore, in the face of the aforesaid admissions, the position on the point becomes very much clear so as to conclude that the services of the workmen earlier to their appointment cannot be taken into consideration in deciding the present case. Now the important point to be gone into is as to whether the termination orders passed against the workmen based on the alleged admissions made by them in the aforesaid letters of Ex. M 29 to M37 were legal and justified, in the absence of any regular domestic enquiry conducted against them by the management. Plain answer to the point will be in the negative. In the Claim Statement, the workmen have come up with the case that they were forced to give letters to the dictations of the management as desired by them under the threats otherwise their services will be terminated. In his cross examination said workman by name Srinivasa Reddy denied the suggestion that he furnished false information and fabricated documents for getting appointment and he further stated that he has not understood the contents of letter given by him in reply to the show cause notice issued by the management. The averments made by other workmen in para 8 of the affidavit that they were forced to give letter to the dictation of the Second Party management as desired by them and they were threatened by the management that their services being terminated if refused to heed to their demand, have gone uncontested and unchallenged on the part of the management there being no cross examination to them and the statement of aforesaid 2 workmen in their cross examination being adopted by the management for rest of the workmen. Therefore, as could be seen from the above, the workmen have taken the stand that those so called letters of admission of the guilt are not submitted by them voluntarily but under duress and threats exercised by the management. It is in this view of the matter, a regular DE was a must to have been conducted by the management again the first party workmen affording an opportunity of hearing on those letters and at the same time calling upon the management to establish the charges of misconduct leveled against the workmen, in case they did not plead guilty to the charge in the course of enquiry. The management required to prove the charge of misconduct against the workmen by leading oral and documentary evidence taking the help of their investigation done in the case by the concerned Vigilance Cell of the management. Those alleged letters of admission also aught to have been

confronted with the workmen during the course of enquiry to get established the truth of the matter. Therefore, non conducton of the DE against the workmen for the alleged misconduct in furnishing fabricated and false information in obtaining the appointment orders, is a circumstance fatal to the case of the management and on this count itself the termination orders are liable to be set aside as illegal and against the principles of Natural Justice. The principles of Natural Justice enjoined upon the management to give fair and reasonable opportunity of hearing to the workmen before the management should resort to the extreme punishment of termination rendering the workmen jobless in one stroke of pen. Thus principles of Natural Justice have been thrown to winds by the management by adopting a short cut method of obtaining the so called letters of admission from the workmen, may be, under duress and threats and also on the promise given by the management that if they do so no harm will be caused to them. They are the poor workmen weak and meek as against the mighty management unable to get out from under the oppressive pressure of authority of management. That be even otherwise, before this tribunal also the management took no pains in establishing the charge of misconduct as leveled against them so to say furnishing false information based on fabricated documents in gaining employment under the management. Now any permission was sought for by the management to lead evidence on the point nor evidence as such was pressed into service to establish the charge of misconduct. The management required before this court to lead oral and documentary evidence so as to falsify the particulars and information furnished by the workmen in getting their employment. It was necessary on the part of the management to produce before the court and got them marked the original school leaving certificates obtained from the respective schools from which schools certificates purported to have been issued were produced by the workmen. Though records before the court would disclose that some such 3 certificates were produced before the court irrespect of 3 schools, they were not marked in evidence for the reason best known to the management oral evidence of the school authorities concerned was also necessary to be produced by the management coupled with the original genuine certificates issued by them during the course of investigation said to have been done by the Vigilance Cell concerned of the management for the purpose of cross checking of particulars and information furnished by the workmen by way of alleged false and fabricated documents as compared to the real state of affairs to be disclosed in the records maintained by the Schools concerned. Nothing of that sort has been done in this case. A Xerox copy of the investigation report has been produced without examining the Investigation Officer and getting the report marked in his evidence. As far as the documents Ex.M1 to M38 are concerned except the alleged letters of admission they lead, us no where to prove the charge of misconduct.

12. Now coming to the statement of MW1 it is again of no use to prove the point. It is general in nature and is almost an hearsay evidence. From his Statement in exam

chief at of Para 3 noted above, it is crystal clear that his statement before the court is based on the Investigation Report carried out by the Investigation Officer subsequent to the appointments of the workmen. He himself has not attended any investigation nor has got any personal knowledge about the alleged misconduct committed by the workmen. Therefore, his evidence is not useful to the purpose.

13. Therefore charge of misconduct is also not proved before this court also. Therefore, termination orders are to be held illegal, void, ab initio not being preceded by DE holding them guilty of alleged misconduct committed by them.

14. The learned counsel for the management to justify the termination orders heavily banked upon clause 10(b) of the appointment order itself reading as under : (Hindi version omitted).

"This appointment is offered on the basis of your having furnished the Corporation correct information regarding your past service and other records. If at any time it is revealed that employment has been obtained by furnishing false information or withholding pertinent information., the Corporation will be free to terminate your services at any time with notice as required."

No doubt the aforesaid condition gives a right and power to the management in terminating the services of the workmen if the information furnished by them turned out to be false one. Here again as argued for the workmen, despite the existence of said term in the appointment order, the power and right give to the management in such an exigency is again circumscribed and not unfettered. That means to say that termination can be made but subject to the proof of the fact that false information was submitted by the workmen and for that purpose again principles of natural justice warranted that a reasonable opportunity of hearing should have been afforded to the workmen before they were indicted for the charges of misconduct of furnishing the false information. Therefore, the action of the management in terminating the services of the workmen under the aforesaid term of appointment order, cannot be sustained in the eye of law, not being exercised by the management in consonance to the principles of natural justice.

15. If we proceed on the assumption that there was charge sheet of misconduct issued against the workmen and no regular DE was conducted against them in getting alleged misconduct proved against the workmen, it goes without showing that the termination orders in question tant amount to retrenchment as defined under Section 2(oo) read with Section 25 F, (a & b) and Section 25 N of the ID Act. Undisputedly the first party workmen have rendered the services of more than 240 days continuously from the date of their appointment dated 31-8-1991 till the date of their termination dated 25-5-92. Therefore, it was a clear cut case of retrenchment as defined under Section 2(oo) of the ID Act and since undisputedly, there has been

no compliance of the provisions of Section 25 F(a&b) and 25 N of the ID Act, the termination order amounts to illegal retrenchment not to be sustained in the eye of law.

16. Now, the next question to be dealt with, will be as to what relief or reliefs the first party workmen are entitled to. In the light of the aforesaid finding recorded by this court holding that termination orders against the workmen are liable to be set aside being illegal and invalid, the natural corollary to be followed would be their reinstatement itself. As far as the relief of backwages is concerned. In order to deny the same, it is now well settled principle of law that the burden to be discharged to show that the workmen are in gainful employment after being terminated from services, cast upon the management and that burden has not been discharged in this case. There was no plea taken in the Counter Statement on this point nor MW1 who was examined before this court uttered a single word about any gainful employment of any of the workmen. However, to seek the present relief the workmen also were obliged to make out a case before this court that from the date they are out of the service of the management, have not been gainfully employed so as to earn their livelihood. In the Claim Statement at para 20 they have just made a general averment that due to the illegal action of the management they are facing great hardship and they along with their family members suffering from mental agony having no means of livelihood. Even this general statement made in the Claim Statement has not been substantiated by any other evidence. The affidavits filed by the workmen nowhere make a reference of their gainful employment or otherwise while they were away from the service of the management. More over the termination orders were made as far back as 1991 and it just cannot be taken for granted that the workmen during this period of 13 to 14 years were idling their time without earning their livelihood. Therefore, taking into account the fact that neither the management nor the workmen have come out with any evidence much less satisfactory on the point of gainful employment or otherwise, taking into consideration the period of about 13 to 14 years elapsed from date of termination till this day, the facts and circumstances of the case leading to termination orders. It appears to me that ends of justice will be met if the workmen are awarded 25% of the back wages from the date of their termination till the date of their reinstatement with continuity of service with all attendant benefits. Accordingly, the reference is answered and following order is passed.

ORDER

The management is directed to reinstate all the first party Workmen and shall pay 25% of the back wages from the date of termination till the date of reinstatement with continuity of service and all other consequential benefits.

(Dictated to PA transcribed by her corrected and signed by me on 23rd June 2004)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 14 जुलाई, 2004

का.आ। 1931।—ऑपरेशिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधतंत्र के मंवद्द नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑपरेशिक विवाद में केन्द्रीय सरकार ऑपरेशिक अधिकरण तखनऊ के पंचाट (संदर्भ संख्या 72/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-07-2004 को प्राप्त हुआ था।

[मं० एल.-40011/2/2003-आई. आर. (डॉ. यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 14th July, 2004

S.O. 1931.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 72/2003) of the Central Government Industrial Tribunal-cum Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Deptt. of Post, and their workman, which was received by the Central Government on 14-07-2004.

[No. L-40011/2/2003-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT:

SHRIKANT SHUKLA

Presiding Officer

I.D. NO. 72/2003

Ref. No. L-40011/2/2003-IR (DU) dated 20-06-2003

BETWEEN:

Sh. Vishamber Dutt S/o Late Sh. Gita Ram
C/o Sh. D. P. Awasthi Trade Union Office Bearer
BMS. 39, J. R. Co. Charbagh, Lucknow.

AND

The Chief Post Master General
Dept. of Posts, UP Circle, Lucknow

AWARD

The Government of India, Ministry of Labour vide their order No. Ref. No. L-40011/2/2003-IR (DU) dated 20-06-2003 referred the following issue for adjudication to the Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Lucknow:

"Whether the action of management of CPMG, UP Circle, Lucknow in not granting pension and other benefits given to other permanent employees after retirement w.e.f. 31-10-2002 to Sh. Vishamber Dutt, Casual Packer is legal and just? If not to what relief he is entitled?"

It is admitted fact that the workman, Vishamber Dutt was engaged as Casual Labour on 15-2-1988 as per existing rules.

The workman, Vishamber Dutt's claim is that he was given all benefits of a temporary Government Servant in Postal Department as given to others of group 'D' Class-IV employees. He retired from his service on 31-10-2002 after attaining the age of retirement. Thus, he completed for about 15 years of service in total. He also claims that he became temporary employee under the opposite party on 29-11-89 and after that he worked from 29-11-89 to 31-10-2002 continuously for a period of about 13 years and then he retired on 31-10-2002. The workman has alleged that he became entitled for a being regular/ permanent employee after 2 years of probation period under existing Govt's rules. He is also to be treated as regular/ permanent employee in compliance of letter No. 66-9/91-SPB-1 dated 30-11-92, according to which he was entitled to get all the benefits admissible to a group 'D' employee after rendering 3 years of service from the date of attaining temporary status i.e. 20-11-89 in the instant case. The workman alleged that there were several vacancies lying vacant under the opposite parties which were to be filled up from the employees who had attained temporary status, he was also entitled for the same. The vacancy position as shown by employer is filed as Annexure-II and III of the claim statement. The opposite party has not given pension and other retiral benefits to the workman whereas an Govt. employee is entitle for pension and other retiral benefits even after serving for minimum period of 10 years but the workman has been denied from the benefit of pension and other retiral dues. In spite of several applications for getting a pension and other dues the workman has not been able to get the same. The workman has therefore prayed that the Tribunal may hold the workman entitled for the benefit of pension and other retiral dues on his retirement and the reference may be answered in favour of the workman.

The opposite party has denied the claim of Vishamber Dutt in its written statement. According to the opposite party Ministry of Finance vide their clarification dated 3-5-1993 had directed that all posts which are vacant since more than one year would be deemed to have been abolished. The claim of the workman for grant of pensions and other benefits as admissible to permanent employee cannot be accepted for the reason that the workman was not regularized in Group 'D' cadre at R.L.O., Lucknow before the date of his superannuation i.e. 31.10.2002. The workman cannot be treated as regular/permanent employee merely on the ground that he was granted temporary status and was entitled to get the benefits available at par with Group 'D' employees. The regularization of any casual labourer with temporary status is subject to availability of clear vacancy. In the instant case at the time of superannuation of the workman, two persons, namely, Shri Chote Lal and Shri Ravi Kumar who were senior to the workman, were working as casual labourer with temporary status in R.L.O., Lucknow. In the absence of any vacancy of Group 'D' post, workman who was at Sl. No.3 could not have been

considered for regularization. It is further submitted that as per D.G. Post order dated 30.11.1992, the casual labourers after rendering three years of continuous service with temporary status have been treated at par with Group D employees and are entitled to get following benefits:

- (a) All kinds of leave admissible to temporary employees;
- (b) Holidays as admissible to regular employees;
- (c) Counting of service for the purposes of pension and terminal benefits as in the case of temporary employees appointed on regular basis for those temporary employees who are given temporary status and who completed three years of service in that status while granting them pension and retrial benefit after their regularization ;
- (d) Central Government Employees Insurance Scheme;
- (e) GPF, LTC, Medical aid;
- (f) Advance admissible to temporary Group D employees and bonus.

It is reiterated by the management that the casual labourer having temporary status may enjoy service benefits at par with Group D employees but their regularization would be subject to availability of vacancy and in accordance with the recruitment rules. The claim of workman for grant of pension and other benefits cannot be granted in the absence of any regularization of workman. It is also submitted that since the workman has served the Department of Post which is a Department of Union of India, he is not a workman within the meaning of the Industrial Disputes Act and he can file original application before Central Administrative Tribunal, Lucknow for redressal of his grievance and it has therefore been prayed that there is no merit in the claim statement of the workman and the action of the employer in not granting pension and other benefits to the workman after his retirement w.e.f. 31-10-2002 is legally justified and the claim of the workman is liable to be dismissed.

The workman has filed rejoinder affidavit in which has reiterated the facts stated in the statement of claim. It is submitted that the letter dated 3-5-93 issued by Ministry of Finance does not apply in this case because the workman had attained temporary status on 29-11-89 as such he should have been regularised against any vacancy which was lying vacant on 29-11-89. The workman has pleaded that his regularization should have been done after creating superannuity post keeping in view the long continuous working period of the workman for a period of about fifteen years and he would have been given the benefit of pension and other retrial benefits. It is also alleged that under existing rules the temporary employee

after working for a period of 2 years as probation period becomes entitled for being treated as permanent employee.

The workman has filed the photo state copy of following documents :

1. The Chief post Master General, U.P. Circle, Lucknow Memo No. Rectt./G-39/15-Rep/91/5 dated 17-7-1991.
2. Letter addressed to Chief Post Master General, U.P. Circle, Lucknow dated 5-7-2002.
3. Letter addressed to the Manager RLO, Lucknow dated 8-9-87.
4. Photo state copy of No. 66-9/91-SPB-1 dated 30-11-1992.

The workman has examined himself.

The opposite party has filed copy of communication No. 45-95/87-SPB-I dated 12-4-1991 addressed to all Chief PMG/PMGs and others on the subject Casual Labourers (Grant of Temporary Status and Regularisation) Scheme.

The opposite party has examined Awsan, Manager, RLO, Deptt. of Posts.

The opposite party did not turn up for argument therefore heard the workman and perused the evidence on record.

At the outset the reference has to be made to the communication No. 45-95/87-SPB-I dated 12-4-1991 addressed to all Chief PMG/PMGs and others on the subject Casual Labourers (Grant of Temporary Status and Regularisation) Scheme which is paper No. 13/1 and 13/2. the said communication has been issued in compliance with the directions of the Hon'ble Supreme Court a scheme was drawn up by this Department in Consultation with the Ministries of Law, Finance and Personnel and the President has been pleased to approve the said. The scheme is as follows :

"1. 'Temporary Status' would be conferred on the casual labourers in employment as on 29-11-99 and who continue to be currently employed and have rendered continue of at least one year. During the year they must have been engaged for a period of 240 days (206 days in the case of offices observing five days weeks).

2. Such casual workers engaged for full working hours viz 8 hours including 1/2 hour's lunch time will be paid at daily rates on the basis of the minimum of the pay scale for a regular Group D official including DA, HRA & CCA.

3. Benefit of increment at the same rate as applicable to a Group D employee would be taken into account for calculating per month rate wages, after completion of one year of service from the date of conferment of Temporary Status. Such increment will be taken into account after every one year of service subject to performance of duty for at least 240 days (206 days in establishments observing five days week) in the year.

4. Leave entitlement will be one day for every 10 days of work. Casual leave or any other kind of leave except maternity leave will not be admissible. No encashment of leave is permissible on termination of services for any reason or on the casual labourer quitting service.

5. Maternity leave to lady full time casual labourers will be allowed as admissible to regular Group D employees.

6. 50% of the service rendered under temporary status would be counted for the purpose of retirement benefits after regularisation as a regular Group D official.

7. Conferment of temporary status does not automatically imply that the casual labourers would be appointed as regular Group D employee within any fixed time frame. Appointment to Group D vacancies will continue to be done as per the extant recruitment rules, which stipulate preference to eligible ED Employees.

8. After rendering three years' continuous service after conferment of temporary status, the casual labourers would be treated at par with temporary Group D employees for the purpose of contribution to General Provident fund. They would also further be eligible for the grant of Festival Advance/Flood Advance on the same conditions as are applicable to temporary Group D employees provided they furnish two sureties from permanent Govt. Servants of this Department.

9. Their entitlement to productivity Linked Bonus will continue to be at the rate applicable to casual labourers.

10. Temporary status does not debar dispensing with the services of a casual labourer after following the due procedure.

11. If a labour with temporary status commits a misconduct and the same is proved in an enquiry after giving him reasonable opportunity, his services will be dispensed with.

12. Casual labourers may be regularised in units other than recruiting units also, subject to availability of vacancies.

13. For purpose of appointment as a regular Group D official, the casual labourers will be allowed age relaxation to the extent of service rendered by them as casual labourers.

14. The casual labourers can be deployed anywhere within the recruitment unit/territorial circle on the basis of availability of work.

15. The engagement of the casual labourers will continue to be on daily rates of pay on need basis.

16. The conferment of temporary status has no relation to availability of sanctioned regular Group D posts.

17. No recruitment from open market for group D posts expect compassionate appointments will be done till casual labourers with the requisite qualification are available to fill up the posts in question.

Further action may be taken in regard to the casual labourers each units, as per the above said scheme. This

issue with the approval of Ministry of Finance and concurrence of Integrated Finance, vide their Dy. No. 1282-FA/91 dated 10-4-91.

Hindi version will follow."

The witness Awsan, Manager in RLO, Lucknow has stated on oath that under the communication mentioned above casual labour, Vishamber Dutt has been given temporary status. He has also stated in cross-examination that under the said communication all retiral benefits were given to the workman except pension and gratuity because he was not regular. The workman has filed Annexure-IV along with his statement of claim, which is paper No. 4/9 which reads as under :

"No. 66-9/91-SPB-I

Dated the 30th, November, 1992 Subject: Regularisation of casual labourers.

Vide this office circular letter No. 45-95/87-SPB dated 12-4-1991, a scheme for giving temporary status to casual labourers fulfilling certain conditions was circulated."

2. In their judgement dated 29-11-1989, the Hon'ble Supreme Court have held that after rendering three years of continuous service with temporary status, the casual labourers shall be treated at par with temporary Group D employees of the Department of Posts and would thereby be entitled to such benefits as are admissible to Group D employees on regular basis.

3. In compliance with the above said directive of the Hon'ble Supreme Court it has been decided that the Causal labourers of this Department conferred with temporary status as per the scheme circulated in the above said circular No. 45-95/87 SPB-I dated 12-4-1991 be treated at par with temporary Group D employees with effect from the date they complete three years of service in the newly acquired temporary status as per the above said scheme. From that date they will be entitled to benefits admissible to temporary Group D employees such as:

1. All kinds of leave admissible to temporary employees.
2. Holidays as admissible to regular employees.
3. Counting of service for the purpose of pension and terminal benefits as in the case of temporary employees appointed on regular basis for those temporary employees who are given temporary status and who completed three years of service in that status while granting them pension and retiral benefits after their regularisation;
4. Central Government Employees Insurance Scheme;
5. GPF.
6. Medical aid.
7. L.T.C.

8. An Advance admissible to temporary Group 'D' Employees.
9. Bonus.
4. Further action may be taken accordingly and proper service records of such employees may also be maintained.

Although paper No. 4/9 has not been proved by the worker and therefore its authenticity cannot be established.

I have heard the representative of the workman alone and perused the evidence, statement of claim, written statement and rejoinder on record. Following facts are admitted:

1. The workman, Vishamber Dutt was engaged as casual labour on 15-2-88, and
2. He was given temporary status w.e.f. 29-11-89 as per the policy prepared by the Department of Posts for grant of temporary status and regularization scheme.

The management has filed the case law of Hon'ble Supreme Court published in 1990 SCC (L&S) page No. 606 by which the Hon'ble Supreme Court has disposed of Writ Petitions. These Writ Petitions are as follows :

1. Writ Petition No. 1119 of 1986 Jagrit Mazdoor Union (Regd.) and others Vs Mahanagar Telephone Nigam Ltd. and another.
2. Writ Petition No. 1276 of 1986 Reserve Trained Pool Telephone Operators, Bombay Vs Union of India and others.
3. Writ Petition No. 1623 of 1986 All India Postal Employees' Union, Class III, Bombay Vs Mahanagar Telephone Nigam Ltd. Bombay.
4. Writ Petition No. 1624 of 1986 All India RMS & MMS Employees's Union Vs Union of India.

Learned representative of the workman has drawn my attention to page No. 610, para 6 to the above referred case and has argued that the Hon'ble Supreme Court has directed that casual labours be absorbed by March, 31, 1990. I have gone through the above para 6. It does not relate to casual labour instead it refers to claims of Reserve Trained Pool Operators. Hon'ble Supreme Court has stated in para 12 of the above case law that as regards House Rent Allowance, City Compensatory Allowance and Maternity Leave, we see no justification for treating the employees of the Postal Department differently from those covered under the Regularisation Rules in the Telecommunications Department. Temporary status would be available to the casual labourers in the Postal Department on completion of one year of continuous service with at least 240 days of work (206 days in case of officers observing five days' week) and on conferment of temporary status. House Rent Allowance and City Compensatory allowance shall be admissible. There would be no justification to withhold Maternity Leave as that is an obligation of the employer under the law and the State as

an ideal employer fulfilling the Directive Principles of State Policy envisaged in Part IV of the Constitution should provide the same. After rendering three years of continuous service with temporary status, the casual labourers shall be treated at par with temporary Grade 'D' employees of the Department of Posts and would thereby be entitled to such benefits as are admissible to Group 'D' employees on regular basis.

The judgement nowhere points out that the casual labour so getting temporary status will be given pension. In compliance of the orders of Supreme Court of India the postal department issued communication No. 45-95/87-SPB-1 dated 12-4-1991, which is addressed to all Chief PMG/PMGs and others on the subject Casual Labourers (Grant of Temporary Status and Regularisation) Scheme. The entire scheme is reproduced from page No. 4 to 6 of this award. This scheme/communication has been issued after consultation with Ministries of Law, Finance and Personnel and the President. The para 7 of the scheme clearly makes out that conferment of temporary status does not automatically imply that the casual labourers would be appointed as regular Group 'D' vacancies will continue to be done as per the extant recruitment rules, which stipulate preference to eligible ED Employees.

In para 13 of the said scheme there is provision for relaxation of age for the purpose of appointment as a regular Group 'D' official to the extent of service rendered by them as casual labourer :

Para 6 of the scheme is for the purpose of retrial benefits. It clearly lays down that 50% of the service rendered under Temporary status would be counted for the purpose of retirement benefits after regularisation as a regular group 'D' official, meaning thereby that for entitlement to retrial benefits of a regular worker regularisation is a must. Unless a casual labour who has got the temporary status is regularised he cannot get retrial benefits which are available to the regular employees. The workman has filed photocopy of circular No. 66-9/91-SPB-I dated 30-11-1992 which is reproduced at page 6 to 7 of this award. This appears to be in continuation to the scheme, the details of which has been given earlier and the Supreme Court's judgement dated 29-11-89. It is written in that document that in compliance with the directives of the Supreme Court's judgement dated 29-11-89 it has been decided that the casual labourers of this department conferred with temporary status as per the scheme circulated in the above said circular No. 45-95/87-SPB-1 dated 12-4-1991 be treated at par with temporary Group 'D' employees with effect from the date they complete three years of service in the newly acquired temporary status as per the above said scheme. From the date they will be entitled to benefits admissible to temporary group 'D' employees such as :

- I. All Kinds of leave admissible to temporary employees.

2. Holidays as admissible to regular employees.
3. Counting of service for the purpose of pension and terminal benefits as in the case of temporary employees appointed on regular basis for those temporary employees who are given temporary status and who completed three years of service in that status while granting them pension and retirement benefits after their regularisation;
4. Central Government Employees Insurance Scheme;
5. GPF.
6. Medical aid.
7. L.T.C.
8. An Advance admissible to temporary Group 'D' Employees.
9. Bonus.

In the above communication too the benefits of pension are only available when the casual labour is regularised and the restrictions imposed are:

1. He is given temporary status; and
2. He has completed 3 years of service in that status, meaning thereby that if a person though regularised, but not have completed 3 years of service on temporary status cannot get the benefit of pension.

The representative of the workman has argued that workman became entitled for being a regular/permanent employee after 2 years of probation period under existing Government rules and therefore, it should be taken as granted that from the date he was granted temporary status he became a regular temporary employee of the government. I do not agree with the arguments of the learned representative of the workman for simple reason that temporary status has been given for certain benefits treating him at par with group 'D' employees. The another argument forwarded by the learned representative of the workman is that workman is to be treated as regular/permanent employee in compliance of letter No. 66-9/91-SPB-I dated 30-11-92 according to which he was entitled to get all the benefits admissible to a group 'D' employee after rendering 3 years of service from the date of attaining temporary status i.e. 29-11-89 in the instant case. The argument of the learned representative does not hold water. Nowhere in that letter it is stated that after 3 years of service from date of attaining temporary status the casual labour shall be treated as regular/permanent employee. This is misleading argument. In the said letter there is no ambiguity that after completion of 3 years of service with temporary status, the casual labourers shall be treated at par with temporary group 'D' employees. It does not say that the recruitment rules applicable to the group 'D' employee will be applicable to casual labour who complete 3 years after completion of service as temporary status. As such, I am of the considerate opinion that a

casual labour who attain the temporary status by virtue of the aforesaid communication of the postal department cannot get the benefit which are available to regularly appointed group 'D' employees. I am of considerate opinion that unless a casual labour obtains temporary status and completes 3 years service as such and is regularised subsequently cannot equate himself with regularly grade 'D' employees.

The next argument on behalf of workman is that there were several vacancies lying vacant under the opposite party, which were to be filled up from the employees who had attained temporary status, the workman was also entitled for the same. Firstly, the workman has not proved that there were vacancies as alleged by him. On the contrary Awasan and even the workman in cross-examination has proved that other two workmen, Chote Lal and Ravi Kumar were working with the workman, Vishamber Dutt and they were senior to them and they were not regularised. The management's contention is that unless services of Chote Lal and Ravi Kumar are regularised, the workman, Vishamber Dutt cannot have a right to be regularised. I have gone through the written statement filed by the management of postal department. It is also submitted in the written statement that a casual labour cannot be regularised unless there is clear vacancy. In the absence of any vacancy of group 'D' posts the workman, Vishamber Dutt who was at serial No. 3 cannot be regularised. It has also been submitted that as per the clarification of Ministry of Finance dated 3-5-93 all posts, which are vacant since more than one year would be deemed to have been abolished. In the circumstances, it is clear that the workman, Vishamber Dutt was not regularised. It is pertinent to mention here that the issue relates to the granting of pension. It does not relate to the action of non-regularisation of services of workman by the Chief Post Master General, U.P. Circle, Lucknow. In the circumstances I have to confine myself within the issue referred. I have to see whether the workman was a regularised workman and has completed 3 years of service as temporary status. In the present case the workman is not regularised and therefore he is not entitled to the pension and other benefits, which are available to the permanent employees of the government.

The workman, Vishamber Dutt has admitted in his cross-examination that the benefits available to a casual labour attaining temporary status has been made available to him.

On the discussion above, I come to the conclusion that the action of the management of CPMG, U.P. Circle, Lucknow in not granting pension and other benefits given to other permanent employees after retirement w.e.f. 31-10-2002 to Sh. Vishamber Dutt, Casual Packer is just and legal. The issue is therefore answered in affirmative and the workman is not entitled to any relief.

5-7-2004

Lucknow.

SHIRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 14 जुलाई, 2004

का.आ. 1932.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंस्ट्र्यूट ऑफ कोस्ट एण्ड बर्क्स एकाउंटेंट्स ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण, नई दिल्ली के पंचाट (संदर्भ संख्या 171/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-07-2004 को प्राप्त हुआ था।

[सं. एल-42012/73/97-आई. आर. (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 14th July, 2004

S.O. 1932.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 171/99) of the Central Government Industrial Tribunal/ Labour Court, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Instt. of Cost and Works Accountants of India and their workman, which was received by the Central Government on 14-07-2004.

[No. L-42012/73/97-IR (DU)]

KULDIPRAI VERMA, Desk Officer
ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT:
NEW DELHI**

Presiding Officer : Shri S. S. Bal

I.D. No. 171/99

In the matter of dispute between :

Shri Bijoy Kumar Pradhan,
R/o. WZ-89, Basai Darapur,
Moti Nagar, New Delhi-110 018 Workman

versus

Institute of Cost and Works
Accountants of India,
Northern India Regional Counsel
Institutional Area,
Lodhi Road,
New Delhi-110 003

Represented through its

(i) Chairman Management
(ii) Secretary Management

APPEARANCES :

Shri Y. P. Anand Advocate A/R for Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-42012/73/97-IR (DU) dated 20-07-98 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of management of Institute of Cost and Works Accountants of India, New Delhi in terminating the services of Shri Bijoy Kumar Pradhan, Plumber w.e.f. August 1993 is legal and justified? If not, what relief the concerned workman is entitled to?"

2. Briefly stated facts of the case as gleaned from record are that the workman Shri Bijoy Kumar Pradhan was appointed as plumber w.e.f. 21-7-91 by the Chairman of Institute of Cost and Works Accountants of India, Northern India Regional Counsel (hereinafter referred to as I.C.W.A.I., N.I.R.C.) muster roll on daily wage basis at the rate of Rs. 50/- per day including Sundays and Holidays and the said appointment was recorded in the Minutes Book of the Institution. The workman was being treated on regular basis as staff member of the Institution and drawing his salary as is apparent from the vouchers on which payment of monthly salaries were paid to the workman. His attendance was being recorded in the muster roll of the Institute since the very inception. On 9-7-93 the workman took leave went to his village, came back, resumed his duty on 26-7-93 and continued till the end of the calendar month. On completion of the month he asked for payment of wages for the said month amounting to Rs. 700 but it was refused on the ground that the Management has not directed to release his wage for the said month. In fact he was receiving his monthly wages without any direction from the management rather the management has directed the cashier to pay Rs. 500 to the petitioner as advance which was also denied by the cashier on the same day. On 19th of August, 99 petitioner again asked Executive Officer for payment of his salary for the month of July, but he told him to take all the wages till date but not to attend his work henceforth. Thereafter vouchers of Rs. 1150 and Rs. 400 were prepared but cashier raised objections regarding payment of salary. It is further stated that after repeated requests for disbursement of his salary finally on 27-8-93 he was badly misbehaved by the Accounts Officer and the Cashier and a trivial allegation was falsely lodged against the petitioner in the Lodhi Colony Police Station where the Police manhandled the petitioner and compelled him to sign on the voucher duly prepared by the cashier and signed by the A.O./A.E.O./E.O./Treasurer/Secretary/V.C. Chairman to the effect that the petitioner had taken the payment. On the face of voucher it was mentioned that the payment was on compassionate ground in full and final settlement. From the next day onwards he was prevented from doing his work. He made representation to the Chairman of the Institute but of no use. The workman approached the Labour Union and lodged complaint with the Labour Commissioner under the advice of Union for suitable redressal but no enquiry was made to that effect. Having no other alternative he has ultimately approached the Hon'ble High Court of Delhi and the Hon'ble High Court held that Liberty reserved to the petitioner to seek redressal for his grievances in appropriate forum by seeking a

ference under Industrial Dispute Act, vide order dated 21-8-96. He, therefore, filed application for reference on several grounds amongst others that preventing the employee from performing his regular work amounts to termination of services and such termination is bad in the eye of law and against the principle of natural justice and it is also in violation of Constitutional provisions contained in Article 14, 12 and 21 of the Constitution of India. The action of the Management is also inhuman and further that the employee/petitioner is entitled to regularisation of his services as prayed with full back wages and to permit him to the next higher post and to pass any other order as this Hon'ble Court may deem fit.

3. In the written statement filed by the management denied the averments made in the claim statement stating therein that the present matter involved not industrial dispute. Workman did not work for 240 days and that not entitled to any relief by this Court. It was denied that the workman was appointed w.e.f. 21-7-91 in the Institute Muster roll as claimed. The true facts are that he was engaged for work of plumbing for any other place on the basis of job requirement and paid on the basis of the days he put in may be Sundays or otherwise. He was paid Rs. 50 per day for number of days he worked. His name was never taken on the muster roll of the Institution. Other allegations were denied. Copies of vouchers were never supplied to the workman and the workman has illegally procured their copies and he was never treated as a staff of the management as claimed. His attendance was never marked in the muster roll as claimed and in fact he was not employed by the institution. Hence he was not entitled to pay of the holidays. It is further stated that true facts are that the workman was misbehaving with the girls seeking admission in the institution as well as with the other senior staff members of the institute. Hence reputation of the Institute was involved. Therefore, police was summoned and workman was taken in police custody and subsequently discharged by the police. He sought his settlement of account, therefore, his account was settled and Rs. 1700 were paid to him. It is denied that he was involved in a false case. Workman never performed regular work nor he worked for two years as claimed. He was engaged to discharge work of essentially temporary nature. Therefore, he cannot claim that his services were terminated. He was not employee of the Management and he himself served his relations with the Management. It is denied that he was prevented by any employee of the management to discharge his functions. The facts is that there was no job to be offered to the workman & therefore the question of offering the work or prevention from discharging work does not arise. The workman himself stopped working for the management. Therefore the question of violation of principle of natural justice does not surprise and violation of such provisions does not arise. The workman was merely a plumber and assigned the work as and when available. There was no permanent vacancy for this job

nor was it for a regular and recurring nature. Therefore the question of regularisation of this job did not arise. However the workman is time and again alleging termination of his service whereas the fact is that he himself served his relations with the management.

4. In the rejoinder the workman denied the allegations as alleged in the written statement by the management and reiterated his averments made in the claim statement as correct.

5. Workman led his evidence by filing his affidavit dated 30-11-2000. Perusal of the record shows that the workman has led his evidence and the matter was adjourned to 1-12-2001 for cross-examination of the workman and thereafter matter was adjourned for the same purpose to 29-3-2001 and on 29-5-2001 when the workman failed to appear for evidence ultimately he was proceeded ex parte vide order sheet dated 29-5-2001 by my learned predecessor. Thereafter the matter was fixed for evidence of the management. Management failed to appear and adduced evidence No. 6-8-2001, 25-9-2001, 5-11-2001 and on 11-12-01 when my learned predecessor closed the evidence of the management. The matter was then fixed for 4-1-02 for arguments.

6. Perusal of the record shows that the matter was posted for the evidence of the workman but he failed to appear and adduce his evidence and he was proceeded ex parte vide order dated 29-1-2001 by my learned predecessor. On 12-11-01 evidence of the management was also closed. Perusal of the order sheet shows that both the parties i.e. workman as well as management failed to adduce evidence. Therefore there is not an iota of evidence or material to show that action of the management of I.C.W.A.I, New Delhi in terminating the services of Shri Bijoy Kumar Pradhan w.e.f. Aug. 1993 is illegal or unjustified. The workman has claimed in his claim statement that his service were terminated by the management and the action of the management is illegal against principles of natural justice and is in violation of constitutional mandate. The burden of proof lies heavily on the workman and in the absence of any evidence, it is difficult to opine that the action of the management if any in terminating the services of the workman is such as claimed by the workman. It is the cardinal principle of evidence that burden of proof in a suit or in proceeding lies on the person who would fail if evidence at all were given by either side. See Section 10(2) of Evidence Act, 1872. In the instant case the workman has failed to adduce any evidence to show that the action of the management is illegal as claimed by him. The management has also not come for to assistance of the court and failed to adduce evidence. In my opinion there is no dispute which needs decision. The workman is not interested in the prosecution of his case and he must fail and, therefore no award can be passed. Hence no dispute award is accordingly given.

Dated : 7-7-2004

S. S. BAL, Presiding Officer

नई दिल्ली, 14 जुलाई, 2004

का.आ. 1933.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इण्डिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बैंगलौर के पंचाट (संदर्भ संख्या 88/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-07-2004 को प्राप्त हुआ था।

[सं. एल.-12012/21/98-आई. आर.]

सी. गंगाधरण, अवर सचिव

New Delhi, the 14th July, 2004

S.O. 1933.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 88/98) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 13-07-2004.

[No. L-12012/21/98-IR]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE

Dated the 28th June, 2004

PRESENT :

SHRI A.R. SIDDIQUI, Presiding Officer

C.R. No. 88/98

I Party II Party

Shri D. N. Pushparaj,	The Regional Manager,
Dornahalli Village,	Bank of India, No. 49,
Mikkere Post,	St. Marks Road,
Malavalli Taluk,	Bangalore-560001
Mandyam Distt-571424	

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order. No. L-12012/21/98/IR (B-II) dated 9th October, 1998 for adjudication on the following schedule :

SCHEDULE

“Whether the action of the management of Bank of India in dismissing the services of Shri D. N. Pushparaj is legal and justified? If not, to what relief the said workman is entitled?”

2. The case of the first party hereinafter called the workman (pleadings with regard to the fairness or otherwise of the enquiry proceedings are omitted there being a separate finding on the said issue) in brief is that he joined the services of the Management, Bank (hereinafter called the Management) on 24-2-1988 at Mandyam Branch at Bangalore region as Cash-cum-Accounts Clerks and was assigned with duties of Cashier since 24-10-1998. In his entire service of 16 years he had excellent service records without any charge sheet, enquiry or memo for dereliction of duty on the other hand he received many appreciation letters from top officials of the bank; that when things stood thus, on 6-8-96 he received charge sheet alleging that on 31-1-96 after balancing the cash, the first party had written the daily cash balance book under his signature showing the cash denomination and total amount as under :—

128	×	500	=	64,000/-
3319	×	100	=	3,31,900/-
5849	×	50	=	2,92,450/-
2756	×	20	=	55,120/-
11788	×	10	=	1,17,880/-
2941	×	5	=	14,705/-
4422	×	2	=	8,844
121	×	1	=	121/-
Coins			=	12.41
			Rs.	8,85,032.41

3. It was alleged that on verification of the cash at the beginning of business hours on 1-2-1996 it was found that first party had fraudulently removed 4 packets of Rs. 100/- denomination amounting to Rs. 40,000/- from the bundle containing currency of Rs. 100 denomination and thereafter managed to replace seven packets of Rs. 50/- denomination amounting to Rs. 35,000/- thereby causing a short fall of Rs. 5000/- and that upon counting the actual cash lodged by the first party, it was found as follows :—

128	×	500	=	64,000/-
2918	×	100	=	2,91,800/-
6548	×	50	=	3,27,400/-
2756	×	20	=	55,120/-
11789	×	10	=	1,17,890/-
2941	×	5	=	14,705/-
4422	×	2	=	8,844/-
121	×	1	=	121/-
Coins			=	12.41
			Rs.	8,79,892.41

4. Thus on physical verification of Cash there was shortage of cash as follows :—

1	100	=	100/-
100	× 50	=	5,000/- (one packet of 50s)
1	50	=	50/-
			Rs. 5,150/-

5. At the same time there was excess of one piece in the packet of Rs. 10/- amounting to Rs. 10/- and in net effect there was shortfall of Rs. 5,140/- said to be admitted by the workman during the surprise cash check carried out on 1-12-96 and he had made good the shortage on the same day : that after the conclusion of the DE, the Enquiry Officer submitted report to the Disciplinary authority on 3-2-97 which was perverse not based on any evidence. The findings of the Enquiry Officer that it is impossible to take out the cash while closing the cash and replace the same on the next day while opening the cash without the knowledge of the joint custodian has not been considered while drawing the conclusion. It is known fact that the cashier is responsible for any shortage occurred during office hours at the time of opening of cash at the commencement of working hours both the joint custodian are responsible but the workman has been held responsible in this case; that in the cash department shortage/excess is common fact irrespective of banks/branches however, the management has imposed extreme punishment of dismissal on the workman when in similar cases, other cases no punishment was awarded for similarly situated persons and he gave three instances as follows :—

- (a) Mr. Vinod Kumar when he was cashier at Bangalore Branch, Rs. 1 lakh was found short. Though the bank had suffered huge monetary loss no punishment was awarded.
- (b) Mr. Mathew a Cashier at Bangalore Branch while working found short cash of Rs. 10,000/- he admitted the charge and paid the shortage of Rs. 10,000/- in installments. There also no punishment was awarded.
- (c) In Bijapur Branch, the Bank has lost Rs. 12,70,000 due to the negligence of joint custodian. He was award to a minor punishment of withdrawal of 2 increments.

6. At para 13 of Claim Statement, he contended that the report of the Enquiry Officer is perverse in as much as he placed the burden of proof on the workman. It is physically impossible for anybody to remove 4 packets of Rs. 100/- denomination and replace them with 7 packets of Rs. 50/- denomination right under the nose of joint custodian while the cash has been closed. Even if the intention of workman was to take away some cash he could have removed only one packet or Rs. 50/- denomination instead of taking 4 packets of Rs. 100/- denomination and

replace it with only 7 packet of Rs. 50/- denomination. Therefore, his defence that cash was replaced to help the Customer, Mr. Babulal is justified. He contended that on 31-1-96 after the cash was balanced and DCB was written a valued customer, Mr. Babulal approached him for of change of 4 packets of 100/- denomination with Rs. 50/- denomination before the cash was checked by the joint custodian and sent for joint custody. In his usual enthusiasm, the workman agreed to exchange the cash at about 5.30 P.M. when everybody was in hurry to leave the bank and there was in sufficient light in the cash cabin. In the process instead of 8 packets the workman received only 7 packets and without any change in DCB kept the cash in the box for checking. After checking the cash by the joint custodian, it was carried to the strong room for custody. On the next day Sri Babulal noticed that there is excess cash paid to him by the workman and reported the same to the Manager. However, on the said day since there was a surprise checking, Babulal handed over the cash to the Manager and this fact has been admitted in the enquiry and without considering this defence of the workman, the Enquiry Officer has given his finding holding him guilty of the charge. The Disciplinary Authority and the Appellate Authority have not considered the statement of said Babulal. Though the Disciplinary Authority at the time of personal hearing of the workman was convinced about his bonafides, as on the same day the workman was allowed to attend pre-operational training at zonal training centre, Madras, the travelling expenses of which were born by the bank. The dismissal order was passed on 22-4-1997 whereas the workman was allowed to write the promotional exam on 24-4-1997. Therefore, he requested the court to set aside the dismissal order.

7. While refuting the various averments made in the Claim Statement, the management in its Counter Statement inter alia contended that at the conclusion of the enquiry, the Enquiry Officer taking into account the material on record gave his findings dated 3-2-1997 holding the workman guilty of the charges alleged against him. Thereafter copy of the findings was furnished to the workman and a show cause notice dated 29-3-1997 was issued by the Disciplinary Authority proposing the punishment of dismissal from service. The workman was also given an opportunity of personal hearing on 15-4-1997 when he gave his representation dated 15-4-1997. Thereafter the Disciplinary Authority taking into consideration the material placed before the Enquiry Officer, findings of the Enquiry Officer and the representation dated 15-4-97 made by the workman, imposed the punishment of dismissal from service vide order dated 22-4-1997. Therefore, the order of dismisal for serious act of misconduct committed by the workman in the course of his duty as a cashier is proper. The charges involved fraudulent acts committed by the workman, thus misappropriation of bank funds, suppression of all information and misleading the other staff members and

gross negligence in performing his duties. Therefore, the punishment order is quite appropriate and justified; that there was no abnormal delay in issuing the chargesheet as alleged by the workman. Any process of investigation to take disciplinary action would involve sometime and therefore, some delay in initiating action cannot be assumed to be abnormal delay. It also denied the allegation that the first party was issued chargesheet only to victimize him for his trade union activities and that charges were vague etc. At para 5 of the counter statement, the charges levelled against the workman in the chargesheet dated 6-8-96 have been mentioned as follows :—

- (a) Fraudulent removal of cash in the capacity as cashier incharge of Mandya Branch.
- (b) Fraudulent replacement of cash.
- (c) Misappropriations of cash.
- (d) Suppression of information/misleading the other staff members.
- (e) Negligence in performing duties.

It was contended that the above charges of misconduct are prejudicial to the interest of the bank/gross negligence etc. as provided under clause 19.5 (j) of the Bipartite Settlement. At para 13 it was contended that the workman while working as Cashier had replaced the notices after business hours authorization from the superior authority is necessary whereas the workman in the evening hours replaced the cash without obtaining permission from the Superior or knowledge of Joint Custodian. He also did not bother to inform Joint Custodian about the change of denomination or to re-write their DCB as per fresh denomination though he admitted that due to usual enthusiasm he had agreed to exchange the cash even after bank business hours. Therefore, it is the mistake on the part of the workman in exchanging the currency to Mr. Babulal at about 5.40 p.m. without obtaining permission from the Joint Custodian. The fact was confirmed by Mr. Dwarkanath, Manager of the branch during the course of enquiry and the Enquiry Officer has given due weightage and consideration to the deposition and documentary evidence of both the parties so also the Disciplinary Authority has applied its mind while passing the order; that the workman was allowed to attend the pre-promotional training at Zonal Training Center, Madras which is giving training for SC/ST candidates with a view to give them a chance to appear and succeed in promotion process. The dismissal order. Though it was dated 22-4-1997, could not be served on the workman and therefore, he was allowed to appear for the said examination. In the last, the management requested this court to reject the reference with exemplary cost.

8. Keeping in view the respective pleadings of the parties with regard to fairness and legality or otherwise of the enquiry proceedings this court on 8-7-1998 framed the following preliminary issue :

“Whether the Second Party proves that DE conducted against the first party workman was in accordance with Settlement of Principles of Law, Bipartite Settlement and Principles of Natural Justice.”

9. The above said issue was taken up for hearing in the frst instance. During the course of trial of the said issue, the management examined the Enquiry Officer as MW1 and got marked 7 documents at Ex. M. 1 to M.7. Whereas, the workman examined himself as WW1. After hearing the learned counsels for the respective parties, my learned predecessor by his order dated 4-9-02 recorded the finding on the above said issue holding the enquiry as fair and proper.

10. Subsequent to the said finding WW1 was further examined in chief and the following documents were marked as Ex. W1 to W8.

- (1) Copy of the letter dated 3-2-94
- (2) Copy of the letter dated 23-1-96
- (3) Copy of the letter dated 18-8-93
- (4) Copy of the letter dated 24-2-93
- (5) Copy of the letter dated 10-8-89
- (6) Copy of the letter dated 23-8-93
- (7) Copy of the letter dated 5-8-93
- (8) Copy of the letter dated 15-4-97

11. Therefore, in the light of the finding recorded by this court holding that DE conducted against the first party by the second party was fair and proper, now the next question to be gone into would be as to whether the first party workman has been able to establish before this tribunal that the findings of the Enquiry Officer holding him guilty of the misconduct alleged in any way suffered from perversity. The learned counsel for the workman Shri N.S.N. vehemently argued that no single document was produced before the Enquiry Officer such as Ledger, Bank Balance-Sheet, Cash Book, Daily Cash Book etc. to establish the fact of shortage of Rs. 5150/- said to be deducted on 1-2-96. Therefore, he submitted that there is no sufficient and legal evidence to speak to the shortage so as to hold the workman guilty of misappropriation of the amount involved. He contended that as per the chargesheet there is no specific charge of misappropriation of the amount involved and as per the chargesheet at the most it can be said that there was shortage of certain amount at the time of cash verification taken place on 1-2-96 and therefore, since the shortage was made good on the very same day. The workman cannot be held guilty of misappropriation so as to invite the extreme punishment of dismissal. He contended that chargesheet was dated 6-8-96 and whereas the incident is said to have taken place on 1-2-96 and in the meanwhile the workman was allowed to discharge his duties

as usual and he was also permitted to undertake departmental promotional examination by undergoing the requisite training for the purpose. Therefore, he submitted that chargesheet was an after thought action by the management to cover up certain lapses on its part. He contented that the various points raised by the Enquiry Officer for his consideration, dividing the main charge of fraudulent removal of the cash from the safe bin were quite uncalled for and the findings given by the Enquiry Officer on those points was based on presumptions and conjunctures not supported by the oral and documentary evidence. He has contented that the defence taken by the workman and the explanation given by him as to under what circumstances the shortage happened was very much supported by his defence evidence in the statement of the four witnesses examined by him during the enquiry particularly the statement of said Babulal and that was conveniently ignored by the Enquiry Officer without giving valid reasonings. He submitted that if the defence put forth by the workman is accepted then in that case at the most it will be a case of gross negligence committed by the workman in discharging his duties and by no stretch of imagination he can be held to have misappropriated the funds of the management as admitted by no loss has been caused to the interest of the bank, the shortage amount being made good on the very day of incident. Therefore, he submitted that for an act of gross negligence, the punishment of dismissal is too disproportionate and excessive not commensurate to the gravity of the charge of misconduct committed by him. Whereas, the learned counsel for the management, Shri Venkatesh with equal vehemence argued that the voluminous documentary evidence in Ex. MEX 1 to MEX 19 and so also the detailed oral evidence in the Statements of MW 1 to MW 7 was pressed into service to establish the charges of misconduct against the workman and thus the charges of misconduct have been proved beyond any shadow of doubt by sufficient evidence as well as in the very admissions made by the workman by way of his defence. The learned counsel took the court through the evidence produced before the Enquiry Officer and reasonings given by him in coming to a definite conclusion holding the workman guilty of the misconduct levelled against him. He submitted that when there was sufficient, legal and satisfactory evidence produced before the Enquiry Officer and his findings are based on evidence worth credence, it will not be in the interest of justice for this tribunal to exercise the discretionary powers vested in it under the provisions of Section 11A of the ID Act. He submitted that the defence put forth by the workman was a make believe story to cover up the misconduct committed by him. He has taken shelter under the statement of the said Babulal to substantiate his case which statement made before the Enquiry Officer itself will doubt the veracity of the defence taken by him. The Enquiry Officer was justified therefore, in rejecting the evidence of said Babulal and at the same time the defence taken by the workman by giving

the cogent reasonings in doing so. He contented that past record and the good service, if any, rendered by the workman are not relevant and cannot be a circumstance mitigating the gravity of misconduct committed by him so as to seek sympathy of this court. Therefore, he submitted that the documents at Ex. DEX 1 to DEX 8 produced before this tribunal, wherein, his services for the recovery of certain amounts etc. have been appreciated by the higher authorities will not come to his rescue to dilute the gravity of misconduct and punishment of dismissal imposed upon him. After having gone through the records including the enquiry findings, the order of punishment passed by the Disciplinary Authority and the oral and documentary evidence brought on record, I am not inclined to appreciate the arguments advanced for the workman that, the findings of the Enquiry Officer suffered from perversity not being supported by sufficient and legal evidence and the cogent reasonings. A perusal of the Enquiry findings lead to the conclusion that the Enquiry Officer has taken lot of pain in going through the various documents produced by the parties so also the oral evidence led on their behalf on each and every point raised by him in order to appreciate and analyse the charges of misconduct levelled in the chargesheet. The Enquiry Officer at para 10 of the report raised the following 9 points :

- (a) Whether it is possible to take out cash the previous evening and insert/add cash the next morning without the knowledge of the checking officer ?
- (b) What made the CSE to suppress the information of Surprise checking of cash, if he had the information, to the Joint Custodian ?
- (c) Reasons for opening cash earlier than usual.
- (d) What prevented the CSE from informing the name of the customer, to whom, he had given the exchange, immediately ?
- (e) Was there really an exchange of note, if yes, at what time ?
- (f) Was there an error in handing over and receiving of currencies to be exchanged ?
- (g) What prevented the CSE from informing the Joint Custodian about the exchange of notes ?
- (h) What prevented the CSE from altering the DCB ?
- (i) Reasons for CSE carrying a shoulder bag while going to the strong room.

11. After having discussed the oral and documentary evidence, Enquiry Officer gave his findings supported by reasonings on each of the said points. The arguments advanced by the workman that the Enquiry Officer raised those points on his own presumption and therefore, he has misguided himself by the evidence brought on record and the findings recorded by him on those points therefore,

have resulted in the miscarriage of justice and hence suffered from perversity, in my opinion, hold no water. In fact the points raised by the Enquiry Officer in dealing with them separately and independently, to appreciate the evidence brought on record, have led to proper appreciation of evidence on record without giving any rise to any sort of misgivings in the mind of the Disciplinary authority in coming to the conclusion that charge of misconduct against the workman was proved beyond any shadow of doubt. In fact in coming to the conclusion as to whether the workman has committed the charge of misconduct in misappropriating an amount of Rs. 5000/-, there is very little scope to give twist to the facts of the case particularly, when the incident of verification of the accounts by the Checking Officer taken place on 1-2-96 was not disputed by the workman and so also in view of the admissions made by him that on verification of the accounts a shortage of Rs. 5140/- did occur and that a report accordingly was prepared by the Checking Officer Viz. Shri Nathesh (MW2), it is not disputed by the workman that as a Chief Cashier he was the Joint Custodian of the cash along with one Mr. Y.P.G. Shanbagh (MW3) and that after having counted and checked the cash of the day i.e. on 31-1-96, cash was put into the safe bin and accordingly DCB was written checked and signed by both the custodians. The case put forth by the workman has made out in para 13 of the Claim Statement, noted above, is that on 31-1-96 after the cash was balanced and DCB was written, a valued customer Mr. Babulal approached him for exchange of 4 packets of Rs. 100/- denomination with Rs. 50/- denomination and in order to oblige the said valued customer he exchanged 4 packets of Rs. 100/- denomination with 8 packets of Rs. 50/- denomination at about 5.30 PM, when, everybody in the bank was in hurry to leave the bank and in sufficient light in the cash cabin. He contented that in this hurry instead of 8 packets, the workman received only 7 packets and without any change in DCB, kept the cash in the box for checking and after checking the cash by the Joint Custodian, it was carried out to the strong room for joint custody. It is the further his case that on the next day the said Babulal, I noticed that there is an excess amount paid to him by the workman and he reported the same to the manager. He also handed over the cash to the Management as he (workman) was engaged in surprise checking being taken place at that time. Therefore, the fact that the workman did remove 4 packets of Rs. 100/- denomination from the cash box and replaced them knowingly or unknowingly with 7 packets of Rs. 50/- denomination at the close of the day and that he did not change the entries, accordingly, in DCB written and checked for the day, has been very much admitted by the workman in so many words, not only in his Claim Statement but also in his various explanations and replies given by him to the charge sheet, on the enquiry report as well as against the findings of the Enquiry. The defence taken by the workman, of course, is very much concerning but the question arises

as to whether it is a defence plausible and acceptable on the facts and circumstances of the case. First of all no layman, much less a man of prudence can be misled by the theory put forth by the workman that he collected 7 packets of Rs. 50/- denomination as against 8 packets while giving 4 packets of Rs. 100/- denomination at the time of exchange of currency to the said Babulal. The workman working as a Chief Cashier of the bank, can never be said to have committed such a silly mistake in making exchange of currency particularly, when it involved hardly 8 packets of Rs. 50/- denomination to be received by him as against 4 packets of Rs. 100/- denomination. The evidence brought on record of the Enquiry Officer and from the very stand taken by the workman, it is crystal clear that he exchanged the currency at the close of the banking hours rather after the close of the business hours much less much after the close of the business hours (business hours of the bank were to close by 2.30 pm). He failed to bring notice of this fact either to the Joint Custodian Mr. Shanbagh or to Mr. Dwarkanath examined before the Enquiry Officer as MW3 and MW1, respectively. Both of them are in one voice to say that the workman did not bring to their notice the change of the currency at the fag end of the day much less before the cash was counted and checked by Mr. Shanbagh along with the workman and before it was kept in the cash box and in strong room thereafter. Not only he did not bring this fact to the notice of the Manager (WM1) or his Joint Custodian but failed to take any permission from MW1 to exchange the currency after the days cash was counted, checked and kept in the safe under the lock in the presence of the Joint Custodian. He took upon himself in taking out the 4 packets of Rs. 100/- denomination and replaced them with 7 packets of Rs. 50/- denomination without notice and knowledge of MW1 and MW3 so also the other staff of the bank. He thought it unnecessary to make change of the entries in the DCB, which were the final words of the cash deposited in the safe for the day in question. Therefore, the defence taken by the workman that he replaced the currency in the presence of MW3 is to be discarded firstly for the reason that in his own admission he did not change DCB. If he were to exchange the currency to the knowledge of MW3, then MW3 would have been the last person not to make change in the DCB as otherwise he also will be held responsible for any shortage to be occurred in the opening balance to be taken place on the very next day morning. It is in the evidence of MW3 before the Enquiry Officer that the above said exchange if at all was taken place it was in his absence and without his knowledge his statement before the Enquiry Officer was that after the cash was counted and checked it was kept in the cash box under the lock, keys of the lock being with the workman and thereafter, to collect the key of strong room kept in his table drawer, he went out of the strong room for about 2 or 3 minutes and returned back to the strong room to hand over the keys to the workman. Therefore, the Enquiry Officer relying upon the testimony of MW3 was quite correct and

justified to draw an inference that it is during this period of 2 to 3 minutes when MW3 was absent having gone outside the strong room to bring the keys, the workman must have done the job of taking out 4 packets of Rs. 100/- denomination replacing them with 7 packets of Rs. 50/- denomination. Said Babulal alias Narendra Kr. who was examined as defence witness before the Enquiry Officer as DW3 to support the case of the workman, in fact, in his examination in chief itself came out with the statement that he had given 8 packets of Rs. 50/- Denomination in exchange of 4 packets of Rs. 100/- denomination. As was rightly observed by the Enquiry Officer, he was woken up by the defence representative so as to realise that he had come to give evidence in favour of the workman. In his further statement though he made an attempt to say that he handed over only 7 packets of Rs. 50/- denomination as against 4 packets of Rs. 100/- denomination but his say cannot be believed without a pinch of salt. It is also been contradictory to his own admission made in his Examination-in-Chief by saying that he handed over 8 packets of Rs. 50/- denomination to the workman. It also cannot be believed with reason that a customer like him having 10 crores of turn over with the bank as has come in his evidence would commit such a folly in counting the currency at the time of exchange, particularly, when it involved only 8 solid packets of Rs. 50/- denomination. It just cannot be expected of him to have gone back from the bank with 5 packets of currency, one of Rs. 50/-denomination and 4 of Rs. 100/-denomination. The defence taken by the workman that Babulal made good the shortage of amount of Rs. 5000/- on 1-2-96 by handing over the said amount to the Manager and that he also gave a letter to the Manager, as observed by the Enquiry Officer, has not been proved, in as much as, the Manager, MW1 in his evidence before the Enquiry Officer made it abundantly clear that he neither received the letter nor the amount from the said Babulal and it is in his evidence that the shortage amount was made good by the workman himself. The evidence of Babulal that about the receipt of the excess amount of Rs. 5000/- he telephoned the bank at about 7.30 pm on 31-1-96 itself and that on the second day he gave the amount to the Manager along with his letter was rightly rejected by the Enquiry Officer on the ground that, had he really received excess amount of Rs. 5000/- he would have rushed to the bank the very next day morning to inform the workman as well as the Manager as otherwise he being the customer having turn over Rs. 10 crore and odd must be knowing the consequences, the workman would have faced in such a case. Though Babulal says that he telephoned to the bank at about 7.30 pm knowing well that bank was closed, he failed to inform the Manager or the Cashier on the next day morning though he is said to be visiting the post office nearby the bank very frequently everyday. This conduct on the part of Babulal must create serious doubts in the veracity of his statement supporting the case of the workman. In fact it has come in the evidence before the Enquiry Officer that

even after shortage was detected the workman kept mum not disclosing the name of Babulal to be one with whom he exchanged currency. The natural conduct, in fact, would have been the immediate reaction from him to inform the checking officer as well as the manager as to how, the shortage took place. Therefore, the Enquiry Officer was quite justified to reject the defence and as well as the defence evidence in the statement of said Babulal in accepting the defence theory put forth by the workman. In the result, keeping in view the evidence brought on record before the Enquiry Officer, the very defence taken by the workman in admitting the shortage of amount, in so many words, before this tribunal as well as in his reply to the charge sheet and the explanation given by him on Enquiry Report, Enquiry findings and so also on the proposed punishment, no grievances can be had by the workman on the findings of the Enquiry Officer holding him guilty of charge of misconduct in fraudulently removing 4 packets of Rs. 100/-denomination from the bundle containing currency of Rs. 100/- denomination and then managing to replace them with 7 packets of Rs. 50/- denomination thereby causing a shortage of Rs. 5000/- and then misappropriating the same for his personal use. Hence the charge of misconduct is very much proved and findings of the Enquiry Officer call for no interference (with regard to shortage of Rs. 140/- the Management is not quite serious). Hence needs no discussion. The arguments advanced for the workman that there was no charge against him that he took away the said amount from the bank rather to say that the amount was not taken away by the workman outside the bank, appear to be ridiculous. The very fact that when the cash was checked on 1-2-96 and a shortage of Rs. 5140/- was detected, would be sufficient to say that the amount was not with the bank. The workman was the custodian of the said amount and therefore, was answerable to the shortage and when the shortage is proved then it goes without saying that the amount was with the person responsible for the shortage. Therefore, there was no question of any specific charge made against the workman to say that he took away the said amount outside the bank etc. The delay caused in issuing the charge sheet for a period of about 6 months in my opinion has caused no prejudice to the case of the workman. That workman continued to work in the bank even after the shortage is detected and he was allowed to sit for departmental-pre-promotional examination of undergoing training etc. again will not be a circumstance to be taken help of by the workman in meeting the charge of misconduct leveled against him. It might be that the management did not take immediate action to suspend the workman immediately after the incident, waiting for the report of investigation to be conducted by the vigilance cell concerned. Not knowing well in advance as to what punishment the workman will face, in the usual course of business of the bank the workman might have been allowed to sit for the examination by undergoing the training etc. Therefore, these are not the circumstances to cut much ice in favour of the workman.

12. Now coming to the question of punishment, the submission made for the workman that it was not in commensurate with the gravity of misconduct does not appeal to the mind of this Tribunal. If the misconduct was of gross negligence, then, certainly the punishment of dismissal would have been very clear. But here is the case of misappropriation by important and responsible officer of the bank who himself is the Custodian of the public money. The learned counsel for the management in support of his argument that the punishment meted out to the workman was quite proportionate and commensurate to the gravity of misconduct and that it need not be interfered at the hands of this Tribunal cited the following rulings:

- (1) 1997 (Vol. 91) FJR 76 (Supreme Court)
- (2) AIR 1997 SC 1358
- (3) 2002 (II) LLJ 539 (SC)
- (4) 1987 SCC (Sup) 518
- (5) 1984 (I) SCC 43
- (6) 1996 (9) SCC 69
- (7) AIR 1999 SC 1994
- (8) 2001 (1) LLJ 1330 (SC)
- (9) 2000 (II) LLJ 1395 (SC)
- (10) 1995 (1) LLJ Kar (DB)=1995(1) LLJ 233 (SB)
- (11) AIR 1998 SC 2311=1998 Lab IC 2514=AIR 1998 (4) SCC 310.

13. One cannot dispute the correctness of the principle laid down by their lordship of Supreme Court and High Court in the cases referred to supra but however, keeping in view the fact that the workman has got a very good past service record with number of letters of appreciation to his credit marked before this court as Ex. W1 to W8, the oral evidence, of DW1 & DW 2 before Enquiry Officer about his sincerity, honesty and hard working, that he committed the offence for the first time, it appears to me that ends of justice will be met if order of punishment of dismissal is replaced with the order of termination so as to enable him to get terminal benefits of his services rendered with the Bank. Hence the reference in answered accordingly and following award is passed.

ORDER

The punishment of dismissal passed against the workman is hereby replaced with the punishment of termination of his services. He shall be entitled to terminal benefits for the services rendered by him with the bank till the date of his termination.

(Dictated to P.A transcribed by her corrected and signed by me on 28th June 2004).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 14 जुलाई, 2004

का.आ. 1934.—ौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोलकाता पोर्ट ट्रस्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ौद्योगिक विवाद में केन्द्रीय सरकार ौद्योगिक अधिकरण, कोलकाता के पंचाट (संदर्भ संख्या 39/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-07-2004 को प्राप्त हुआ था।

[सं. एल.-32012/2/2000-आई. आर. (एम.)]

सौ. गंगाधरण, अवर सचिव

New Delhi, the 14th July, 2004

S.O. 1934 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kolkata Port Trust and their workman, which was received by the Central Government on 13-07-2004.

[No. L-32012/2/2000-IR (M)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 39 of 2000

Parties : Employers in relation to the management of
Calcutta Port Trust

AND

Their workmen

PRESENT:

MR. JUSTICE HRISHIKESH BANERJI, Presiding Officer

APPEARANCE :

On behalf of the Management	: Mr. M.K. Das Industrial Relations Officer.
On behalf of the Workman	: Mr. R.N. Chattopadhyay, Vice President of the Union.

State : West Bengal,

Industry : Port.

Dated : 25th June, 2004

AWARD

By Order No. L-32012/2/2000/IR(M) dated 11-09-2000
The Central Government in exercise of its powers under
Section 10(1)(d) and (2A) of the Industrial Disputes Act,
1947 referred the following dispute to this Tribunal for
adjudication :

“Whether the action of the management of Calcutta
Port Trust in denying to provide employment on

compassionate ground to Shri Santosh Kumar Pradhan the son of a deceased employee Late Ramani Kanta Pradhan is just fair and reasonable ? If not, to what relief Shri Santosh Kumar Pradhan is entitled?

2. The applicant, Santosh Kumar Pradhan states that his date of birth is 24th February, 1958 and he had read upto Class-VIII. His father late Ramani Kanta Pradhan was an employee of Calcutta Port Trust. He died on 20th August, 1981 in CPC's Centenary Hospital, Majherhat. His father died while in service at the Calcutta Port Trust. He was working under the Senior Executive Engineer (South) in the Chief Engineer's Dept. of Calcutta Port Trust. It is stated that there was provision in the Calcutta Port Trust for giving compassionate appointment to the wife, sons and daughters of the employees dying in harness. It is stated that a number of dependents of the employees dying in harness were appointed to Class-III and Class-IV categories of Lower Division Clerks, Porters, Peons etc. depending on their required qualification for such posts. It is further stated that there was no rigorous physical test or elaborate written examination for compassionate appointment in the different categories of Class-IV cadre.

The applicant's father died in harness and thereafter his mother applied on 22-01-1982 for appointment of her eldest son the applicant herein on compassionate ground. The mother learnt that the name of her eldest son was not registered in the Head Office for his appointment on compassionate ground. She filed another application on 13-09-1982. In the said application the mother stated that her deceased husband was the only earning member in the family and that their entire family was in financially distressed condition. She appealed to the Senior Executive Engineer (South) for giving compassionate appointment to her eldest son the applicant herein. When the applicant met the Senior Executive Engineer to follow up his case, he was told by the Senior Executive Engineer that he was required to register his name in the Employment Exchange. Accordingly, the applicant registered his name in the Employment Exchange in the year 1983. While the application of the applicant was pending in the Chief Engineer's Dept. for consideration of his appointment on compassionate ground there was a change in the policy of the centralised pool for all the candidates. The applicant made a representation on 22-12-1986 to the Secretary, Calcutta Port Trust. He stated that his name was registered at Serial No. 669 under the subject scheme for employment on compassionate ground. He stated that no appointment and interview letter was issued to him till then, although such appointment and/or interview letters had been issued to the candidate under Serial No. 740 (Rajmati Nania) who was also a candidate under general caste. The applicant prayed for his immediate employment as he was facing acute financial difficulties. On 20-03-1986 the Secretary by

his letter dated 20th March, 1987 informed the applicant that there were some vacancies of Sweepers/Safai Mazdoors under the Health Officer in the Medical Dept. of the Calcutta Port Trust and told the applicant that if he was willing to work against the aforesaid vacancies he could report to the Health Officer immediately.

The applicant states that he was facing acute financial difficulties and appeared before the Health Officer, CPT who took test of the applicant. He was found suitable for the post of Safai Mazdoor. The Health Officer issued an appointment letter dated 30-3-1987 for the period from 01-04-1987 to 10-05-1987 subject to the condition that he would obtain a fitness certificate from the Chief Medical Officer. Another letter of appointment dated 02-05-1987 was issued for his work as Safai Mazdoor for the period from 14-05-1987 to 10-07-1987. Service Book was issued to the applicant and the aforesaid period from 01-04-1987 to 10-07-1987 was recorded in his service book. Although the applicant was required to be given further appointment in subsequent vacancies of Safai Mazdoor, no such appointment was given to him. He made representations to the authority of the Calcutta Port Trust for his appointment, but the Junior Assistant Secretary issued a letter dated 30-04-1990 wherein it was stated that CPT was compiling information on bio-data and other related particulars from candidates who had requested for employment on compassionate ground. The applicant was asked to return the enclosing format duly filled in together with the copies of passport size photographs so as to reach on or before 26th May, 1990. The applicant submitted the enclosing format on 16-05-1990 after complying with all the requirements. The Secretary issued a letter dated 29-03-1991 asking the applicant to appear for physical and aptitude tests at CISF parade ground for appointment in Class-IV cadre on compassionate ground. The applicant appeared in the physical test and had to undergo the test of such standard as was required for the normal recruitment for the post of Constable under CISF and Fire Operator of the Port Fire Service. The applicant appeared in the written examination on 05-06-1991 in terms of the Secretary's letter dated 12-04-1991. The applicant appeared in the written test on 26th March, 1994. The applicant participated in the physical test and aptitude test at CISF parade ground on 27-04-1995 and the written test was held on 24-09-1995. It is further stated that the management adopted the method of elimination by taking a rigid standard of physical test and written examination.

It is stated by the applicant that in case of compassionate appointment a relaxed standard should have been followed only to ascertain the suitability of the candidate to perform the prescribed job. There are many Peons who possess very poor level of literacy but they are performing their job satisfactorily. Some of them even draw their salary by putting thumb impression. There are also posts of Porters in many departments where they are not

required to perform hazardous cargo handling from ships. In such circumstances, it is stated by the applicant that he should be given appointment in the subsequent vacancy of Safai Mazdoor. The applicant during the conciliation proceeding had asked the representative of the Calcutta Port Trust to produce the Recruitment Rules for appointment of the various categories in Class-IV cadre, but the said Rules were not produced.

The applicant thereafter made representation to the Secretary on 15-05-1998 stating that he did not receive any interview letter for the selection held on 30-03-1998. He also stated that he had already worked in CPT from 01-04-1987 to 23-07-1987. The Secretary of the CPT informed the applicant by his letter dated 14-10-1998 that his case could not be considered as he had crossed the age of 40 years. It is further stated that the upper age limit of 40 years could not be imposed in the case of compassionate appointment as such cases are required to be treated under exempted category. The case of a widow of an employee dying in harness cannot be denied appointment for the reason that she had crossed the upper age limit of 40 years. The Secretary had issued a letter dated 21-10-1998 with the same contents. The applicant made representation dated 27-11-1998 to the Secretary, CPT making it clear that he was appointed as Safai Mazdoor after he was found physically fit for such post. He also pointed out that appointment were given to some others to the post of Safai Mazdoors after he was put off from duties. Although there was a large number of Safai Mazdoors in CPT and their requirement was perennial, he did not get any appointment as the Secretary did not consider his case as communicated by his letter dated 22-03-1999. The applicant states that he should have been reinstated in subsequent/further vacancies of Safai Mazdoor. He further states that he was appointed as Safai Mazdoor through regular recruitment process. He further states that he has required physical fitness and qualification for the post of Peon, unskilled worker, Porter, Watchman or any other post in Class-IV cadre and that his age should not be any bar because CPT had delayed the matter adopting unlawful action and depriving him of appointment on compassionate ground.

3. On behalf of the management it is stated that the board has no reason to show compassion to the workman concerned for providing him employment. It is stated by the board that as per prevailing practice the Calcutta Port Trust provides employment to the dependants of employees dying prematurely and the names of such dependants are registered for future employment on compassionate ground subject to fulfilment of certain conditions. It is stated that the dependants of the employees dying prematurely must be within 40 years of age for their consideration for compassionate appointment, but the total income of the family from all sources must not be more than Rs.1000/-per month; that the compassionate

appointment would be given only upto the post of L.D. Clerk on observance of necessary formalities and that the enlisted candidates will have to appear in the necessary examination to be held as per their educational qualification according to the requirement of the post to be filled in.

In terms of the aforesaid procedure name of Santosh Kumar Pradhan, son of late Ramani Kanta Pradhan who died prematurely was registered as a "died in harness" candidate for consideration for employment under the Calcutta Port Trust on compassionate ground like other such candidates. Getting his name registered as a died in harness candidate, Shri Pradhan got an opportunity to work against short-term leave vacancy in the Health Section under the Medical Department twice and he had worked as Safai Karmachari for the period from 01-04-1987 to 10-05-1987 and again from 14-05-1987 to 23-07-1987. Thus he worked for a total period of 3 months 20 days taking the two occasions together. As per the terms of engagement on resumption of duty by the regular incumbent after the specified period, Shri Pradhan was put-off-duties. It is stated that such temporary engagement did not confer on Shri Pradhan any right to claim for his permanent absorption. On the expiry of his temporary engagement he was put-off his work. As a registered "died in harness" candidate, Shri Pradhan got opportunities for being considered for regular appointment in the posts of Porter/Bhandari/Unskilled/Labour/Safai Mazdoor in the years 1991, 1994 and 1995 and also in the post of Peon in those years when he alongwith the other "died in harness" candidates were asked to appear in the tests for assessment of their candidature against permanent posts. Shri Pradhan, however did not come out successful in any of the tests and in the meanwhile he crossed 40 years of age being the limit for appointment as a "died in harness" candidate, if otherwise suitable.

It is stated by the management that it received a copy of the application submitted by Shri Pradhan. It is stated that he cannot submit such application and, therefore, the said application should be rejected in limine by this Tribunal.

On behalf of the management it is submitted that there is a system of providing compassionate appointment and physical test and written examination are held for appointment against Class-III and Class-IV posts. The enlisted "died in harness" candidates are required to appear in the necessary tests to be held as per eligible qualifications. To be registered as "died in harness" candidates dependants of employees dying prematurely are required to apply for their registration and on the basis of such application the applicant was registered as a "died in harness" candidate in the year 1982.

It is stated that the board has framed relevant regulations known as Calcutta Port Trust Employess (other than HDC) (Recruitment, Seniority and Promotion)

Regulations, 1985 and the board shall rely on the same in course of adjudication proceedings before this Tribunal. It is stated that as a matter of fact Shri Pradhan got 6 chances for appearing in different tests held for appointment the post of Peon and other unskilled posts but he did not qualify in any of the tests. It is stated by the board that he did not have the required physical fitness and qualification for the post of Peon. In such circumstances the management prays for rejection of the workman's claim by this Tribunal.

4. The workman deposes that his date of birth is 24th February, 1958 and that his father died on 20th August, 1981 while in the service of the Calcutta Port Trust. He states that he is entitled to get appointment on compassionate ground following the death of his father. His mother filed an application on 22-01-1982 before the Calcutta Port Trust and filed another application on 13-09-

2. The Chief Engineer wrote a letter to the workman for filing the application for employment. On 22-12-1986 he wrote a letter to the Secretary directing him to contact the Chief Medical Officer for appointment as a sweeper. His test was taken and he then received a letter of appointment on 30-3-1987. His service book was started, but his appointment was against a leave vacancy and when the incumbent returned from leave he was removed and was not given any further employment. He was then asked to give a proper application giving details in the prescribed performa and accordingly he filled up the Performa and filed the same. He received a letter from the Calcutta Port Trust regarding his employment. He says that he was not informed of the marks obtained by him in the written test and aptitude test taken. Later, he was informed that he had crossed the age limit. In his cross-examination he states that he appeared for the tests on five occasions, but was not offered service while others got appointment. He says that he had worked as Sweeper twice in the CPT and the employment was given against leave vacancy. Although he got himself registered at the Employment Exchange, he did not get any job. He denies that he has become ineligible for employment after crossing the age bar of 40 years.

5. No oral evidence has been adduced by the management in this case.

6. On behalf of the management it is urged that the workman, Santosh Kumar Pradhan was merely registered as a 'died in harness' candidate for consideration of compassionate appointment, but there was no employer-workman relationship between the Calcutta Port Trust and the said Santosh Kumar Pradhan and therefore, it is urged that the subject matter of the reference could not constitute a legal industrial dispute as defined in Section 2(k) of the Industrial Disputes Act, 1947. It is further stated by the management that Santosh Kumar Pradhan appeared in the necessary tests conducted by the board for recruitment of 'died in harness' candidate in the years 1991, 1994 and

1995. He appeared for two different posts, namely one for the post of porter/Bhandari/ Unskilled labour/Safai Mazdoor and another for the post of Peon in all the three years during which there were six tests, but he did not come out successful in any of those tests. When he crossed 40 years of age on 24-02-1998, age limit for being considered for appointment as a 'died in harness' candidate under the board was no longer available to him and his name was struck off from the list of 'died in harness' candidates.

7. On behalf of the workman it is urged by the union that the management has delayed the matter although the applicant had applied for compassionate appointment immediately after the death of his father. He was however given compassionate appointment in 1987 and that on this ground it is urged on behalf of the workman that the management cannot raise the plea that the workman is not entitled for appointment on compassionate ground.

On consideration of the documents produced on behalf of the workman in support of his case for compassionate appointment, it is found that he is no longer eligible for appointment on compassionate ground as he has long back crossed the age of 40 years when such appointment is barred under the relevant rules of the Calcutta Port Trust. Besides the age factor, it is also found that the concerned workman did not succeed in different tests held from time to time by the management for such appointment.

9. On behalf of the management following decisions have been cited :—

- (a) Nizam v. State of West Bengal & Other {Civil Order No. 9994(W) of 1993}.
- (b) Municipal Corp. of Delhi v. Bhori Lal & Anr. {2000(84) FLR 245 Del.}.
- (c) Life Insurance Corp. of India v. Mrs. Asha Ramchandra Ambekar & Anr. {JT(2) S.C. 183.}.
- (d) Umesh Kumar Nagpal v. State of Haryana & Ors. {1994(68) FLR 1191 SC}.
- (e) Hindustan Aeronautics Ltd. v. Smt. A Radhika Thirumalai {1997(76) FLR 933 SC.}.

10. In the case of Nizam it has been held by a Single Bench of the Hon'ble Calcutta High Court that when the petitioner was accorded about half a dozen considerations from time to time, but each time he failed miserably and poorly, sometimes securing as low as three and half marks out of one hundred aggregate is it was because of the petitioner's poor performance that he could not be employed on compassionate ground.

In the Supreme Court decision reported in 1994 (68) FLR 1191 SC at page 1193 it was observed that as a rule appointments in the public service should be made strictly on the basis of open invitation of applications and merit. No other mode of appointment, nor any other consideration is permissible. Neither the Governments nor the public authorities are at liberty to follow any other procedure or relax the qualifications laid down by the rules for the post. However to these general rules which is to be followed strictly in every case there are some exceptions carved out in the interest of justice and to meet certain contingencies. One such exceptions is in favour of the dependants of an employee dying in harness and leaving his family in penury and without any means of livelihood. In such cases, out of pure humanitarian consideration the fact that unless some source of livelihood is provided the family would not be able to make both ends meet, a provision is made in the rules to provide gainful employment to one of the dependants of the deceased who may be eligible for such employment. The whole object of granting compassionate employment is thus to enable the family to tide over the sudden crisis. In the said decision it has been further held it is needless to emphasise that the provisions for compassionate employment have necessarily to be made by the rules or by executive instructions issued by the Government or the public authority concerned. The employment cannot be offered by an individual functionary on an ad hoc basis.

In the decision reported in JT 1994(2) SC 183 it has been observed by the Apex Court that their Lordships are coming across many cases in which appointment on compassionate ground is directed by the judicial authorities and as such they desired to lay down the law in that regard.

In the decision reported in 2000(84) FLR 245(Delhi) it has been held that the Court should not straightway direct for appointment on compassionate ground, but should do that after properly considering the claim of the applicant.

In the decision reported in 1997(76) FLR 933 SC it has been held that in the absence of any vacancy it is not open for the Corporation to appoint a person in any post and normally, even if the Tribunal finds that the person is qualified to be appointed to a post under the kith and Kin policy, the Tribunal should only give a direction to the appropriate authority to consider the case of the particular applicant in the light of the relevant rules and subject to the availability of the posts. It is not open to the Tribunal either to direct the appointment of any person to a post or direct the concerned authorities to create supernumerary post and then appoint such person to that post.

11. In view of the above, this Tribunal is of the opinion that the workman, Santosh Kumar Pradhan is no longer eligible to be provided with an employment on compassionate ground.

12. The reference is answered accordingly.

HRISHIKESH BANERJI, Presiding Officer

Dated, Kolkata,
25th June, 2004.

नई दिल्ली, 15 जुलाई, 2004

का.आ. 1935.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जवाहर नवोदय विद्यालय के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/अमन्यायालय, जोधपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-07-2004 को प्राप्त हुआ था।

[सं. एल.-42012/258/99-आई. आर. (डीयू)]

कुलदीप राय चर्मा, डैस्क अधिकारी

New Delhi, the 15th July, 2004

S.O. 1935.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial tribunal /Labour Court, Jodhpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Jawahar Navodaya Vidyalaya and their workman, which was received by the Central Government on 15-07-2004.

[No. L-42012/258/99-IR (DU)]

KULDIP RAI VERMA, Desk Officer

अनुबंध

औद्योगिक विवाद अधिकरण एवं अमन्यायालय जोधपुर

पीठासीन अधिकारी : श्रीमती निशा गुप्ता,
आर.एच.जे.एस.ओ.वि. (केन्द्रीय) सं. : 05/2001

कानाराम पुत्र भंपरलाल जाति माली निवासी पीपाड़ सिटी रेलवे
स्टेशन के पास रहसील बिलाड़ा, जिला जोधपुर

.....प्रार्थी

बनाम

प्रिंसीपल, जवाहर नवोदय विद्यालय, तिलवासनी,
जिला जोधपुर

.....अप्रार्थी

उपस्थिति :

- (1) प्रार्थी प्रतिनिधि श्री खेमराम चौधरी, उप.
- (2) अप्रार्थी प्रतिनिधि श्री आर. के. विश्वनोई उप.

अधिनिर्णय

दिनांक : 27-5-2004

श्रम मंत्रालय भारत सरकार नई दिल्ली ने अपनी अधिसूचना क्रमांक एल. 42012/258/99 दिनांक 2-3-2000 से निम्न विवाद बास्ते अधिनिर्णय इस न्यायालय को प्रेपित किया है :—

Whether the action of Principal, Jawahar Navodaya Vidyalaya, Tilvashi, Jodhpur in terminating the services of Sh. Kanaram S/o Sh. Bhawarlal, Ex. part time mess helper w.e.f. 24-12-98 is legal and justified? If not, to what relief the concerned workman is entitled?

प्रार्थी ने प्रिंसिपल जवाहर नबोदय विद्यालय के अतिरिक्त छोटाराम रमेश कुमार व लक्ष्मण को विपक्षी बनाकर अपना मांग-पत्र इस आशय का पेश किया कि अप्रार्थी ने प्रार्थी को माह सितम्बर 1994 में मैस हैल्पर के पद पर नियुक्त किया, प्रार्थी को भोजन बनाने का अच्छा ज्ञान है, प्रार्थी को प्रथम वर्ष 1994 में 650 रुपये प्रतिमाह वेतन दिया गया उसके बाद 700 रुपये व वर्ष 1995 में 825 रुपये प्रतिमाह वेतन दिया गया, प्रार्थी ने सितम्बर 1994 से 24-12-98 तक मैस हैल्पर के पद पर कार्य किया, 24-12-98 को मौखिक आदेश से प्रार्थी की सेवाएं अप्रार्थी द्वारा समाप्त कर दी गई प्रार्थी ने पुनः सेवा में लिये जाने का निवेदन किया लेकिन कोई सुनवाई नहीं की गई तथा प्रार्थी से कनिष्ठ छोटाराम, रमेशकुमार व लक्ष्मण को मैस हैल्पर के पद पर नियुक्ति दी जो अभी तक कार्यरत, हैं, सेवा समाप्ति से पूर्व अप्रार्थी द्वारा प्रार्थी को नोटिस, नोटिस वेतन व छंटनी मुआवजा भी नहीं दिया गया, अप्रार्थी द्वारा वरिच्छाता सूची न ही बनाई न ही प्रकाशित की, चूंकि प्रार्थी ने सेवा समाप्ति से पूर्वगामी 12 महीनों में 240 दिन से अधिक कार्य किया है, ऐसी स्थिति में सेवा समाप्ति से पूर्व विपक्षी के लिए यह आवश्यक था कि वह प्रार्थी को नोटिस, नोटिस वेतन व हर्जाना अदा करता लेकिन विपक्षी द्वारा ऐसी कोई कार्यवाही नहीं की गई अतः मैसे समाप्ति अनुचित एवं अवैध है, अप्रार्थी द्वारा प्रार्थी से कनिष्ठों को सेवा में नियोजित कर औ.वि. अधिनियम की धारा 25-जी व 25-एच का भी उल्लंघन किया है तथा नियम 77 व 78 की भी पालना नहीं की है। प्रार्थी 24-12-98 से लगातार बेकार बैठा है उसके जीवीकोपार्जन का कोई साधन नहीं है। अन्त में निवेदन किया कि प्रार्थी की 24-12-98 को की गई सेवा समाप्ति को अनुचित एवं अवैध घोषित किया जाकर प्रार्थी को सेवा की निरन्तरता में पूर्ण यूर्बं भूति सहित सेवा में पुनर्स्थापित किये जाने का अधिनिर्णय पारित किया जावे।

अप्रार्थी की ओर से जवाब में कहा गया कि प्रार्थी को कभी भी मैस हैल्पर के पद पर नियुक्ति नहीं दी गई, प्रार्थी से समय-समय पर दैनिक वेतन भोगी के रूप में कार्य करवाया गया, प्रार्थी को कभी भी नियुक्ति आदेश नहीं दिया, प्रार्थी ने कभी भी लगातार अपनी सेवा विद्यालय को नहीं दी, मैस हैल्पर का कोई पद भी नहीं है, अप्रार्थी द्वारा अन्य को नियुक्ति ही नहीं दी तो प्रार्थी को नोटिस देने का सबाल ही नहीं उठता, दैनिक वेतन भोगी की सेवा कभी भी समाप्त की जा सकती है, प्रार्थी को कभी भी मैस हैल्पर के पद पर सितम्बर, 94 में नियुक्ति नहीं दी तो उसके द्वारा 24-12-98 तक कार्य करना अपने आप में झूठा व

मनगढ़त तथ्य है। अलग से मैस हैल्पर का पद विद्यालय में नहीं है, बच्चों के भोजन, तेल व साबुन में से बचाकर दैनिक वेतन भोगियों को वेतन दिया जाता था, अप्रार्थी द्वारा प्रार्थी को किसी प्रकार का कोई सेवा समाप्ति का आदेश नहीं दिया। अन्त में निवेदन किया कि प्रार्थी स्वयं अप्रार्थी के यहां दैनिक वेतन भोगी के रूप में कार्य पर आना बन्द हो गया इस कारण प्रार्थी कोई अनुतोप प्राप्त करने का अधिकारी नहीं है। प्रार्थी का मांग-पत्र सव्यय खारिज किया जावे।

मांग पत्र के समर्थन में प्रार्थी ने स्वयं का शपथ-पत्र प्रस्तुत किया जिस पर अप्रार्थी प्रतिनिधि द्वारा जिरह की गई तथा अप्रार्थी की ओर से एस.पी.के. सिधू का शपथ-पत्र प्रस्तुत किया जिस पर प्रार्थी प्रतिनिधि द्वारा जिरह की गई।

दोनों पक्षों के प्रतिनिधिगण की बहस सुनी, पत्रावली का अवलोकन किया।

प्रार्थी द्वारा यह कहा गया कि वह 23-10-94 से मैस हैल्पर के पद पर नियोजित हुआ और 24-12-98 को उसे सेवापृथक कर दिया गया। विपक्षी द्वारा यह कहा गया कि उन्होंने प्रार्थी को नियुक्ति नहीं दी परन्तु आगे जाकर उनका यह कथन है कि प्रार्थी का काम सन्तोषजनक नहीं था फिर उनका यह कथन है कि प्रार्थी ने अपनी इच्छा से काम पर आना बन्द कर दिया।

प्रार्थी स्वयं का यह कथन है कि उसने लगातार विपक्षी के अधीन काम किया है।

विपक्षी की ओर से श्रीमती एस.पी.के. सिदू प्रिंसिपल पेश हुई है जिन्होंने यह स्वीकार किया है कि प्रार्थी को 94 के आस-पास रखा था और उसने 98 तक काम किया, यह खुद ही काम छोड़कर गया, प्रिंसिपल के जरिये मैस इन्वार्ज को भुगतान होता है और मैस इन्वार्ज हाजरी बताता है और उसने यह भी स्वीकार किया है कि अभी भी 4-5 दैनिक श्रमिक काम रहे हैं।

इस प्रकार प्रार्थी का यह कथन हरा है कि वह विपक्षी के अधीन 94 से 98 तक लगातार कार्यरत रहा है। स्वयं विपक्षी के साक्षी ने भी इस तथ्य को स्वीकार किये हैं। विपक्षी द्वारा भिन्न-भिन्न कथन किये गये हैं एक और उनका कथन है कि उन्होंने प्रार्थी को नियोजित नहीं किया, दुबारा उनका यह कथन है कि प्रार्थी का कार्य सन्तोषजनक नहीं था और आगे जाकर इनका यह कथन है कि प्रार्थी खुद ही काम छोड़कर चला गया। इस प्रकार विपक्षी के विरोधाभासी कथन विपक्षी की सत्यता पर सन्देह पैदा करते हैं। विपक्षी के साक्षी ने स्वीकार किया है कि प्रिंसिपल द्वारा मैस इन्वार्ज को भुगतान होता था। इस प्रकार प्रार्थी विपक्षी के नियोजन में नहीं रहा हो एसी कोई स्थिति नहीं है और प्रार्थी के कथन पर अविश्वास किये जाने का कोई कारण नहीं है।

विपक्षी द्वारा यह स्वीकार किये गये है कि अभी भी 4-5 दैनिक श्रमिक काम कर रहे हैं। इसके बावजूद प्रार्थी को हटाने का कोई औचित्य नहीं था और यदि उन्हें प्रार्थी के हटाने के बाद रखा गया है तो प्रार्थी को पुनः नियोजन का अवसर नहीं देना धारा 25-एचआईडी एक्ट का उल्लंघन है।

प्रार्थी की ओर से आर.एल.आर. 1991 (2) 158 ओ.बी.सी. बनाम केन्द्रीय औद्योगिक अधिकारण का विनिश्चय पेश किया जिसमें कहा गया है कि यदि 240 दिन की सेवा पूर्ण नहीं हुई है तब भी धारा 25-एफ का लाभ प्राप्त होगा, इसमें प्रतिपादित सिद्धांत पर कोई विवाद नहीं है और प्रस्तुत प्रकरण में स्वयं विपक्षी ने स्वीकार किया है कि प्रार्थी ने उनके अधीन 94 से 98 तक काम किया है। इस प्रकार 240 दिन की गणना भी पूर्ण हो चुकी है।

प्रार्थी की ओर से एस.सी.सी. 1982(1) पेज 645 एल. रोबर्ट डिसूजा बनाम एजीक्युटिव इन्जीनियर सर्दार रेलवे का विनिश्चय पेश किया जिसमें सेवामुक्ति पर नैसर्जिक न्याय के सिद्धांतों का पालना आवश्यक मानी गई है। उक्त विनिश्चय प्रार्थी को कोई लाभ नहीं पहुंचाता क्योंकि यहां प्रार्थी को सेवामुक्त नहीं किया गया है बल्कि उसकी छंटनी की गई है।

विपक्षी की ओर से अखबार में प्रकाशित निविदा सूचना पेश हुई है परन्तु यह वर्ष 2002-2003 से संबंधित है और वर्ष 94 से 98 तक कोई निविदा आमंत्रित की गई हो इससे संबंधित कोई साक्ष्य पेश नहीं की गई है। वर्ष 2002 से 2004 तक की निविदा प्रस्तुत प्रकरण में विपक्षी को कोई लाभ नहीं पहुंचाती। विपक्षी की ओर से डब्ल्यू एल सी 1992(3) पेज 464 गोरीसन इन्जीनियर बनाम सेन्ट्रल इंडस्ट्रीयल ट्रिब्यूनल जयपुर का विनिश्चय पेश किया जिसमें 240 दिन की गणना पूर्ण नहीं हुई जब कि यहां ऐसी स्थिति नहीं है। स्वयं विपक्षी ने यह स्वीकार किया है कि प्रार्थी ने उनके अधीन 94 से 98 तक काम किया है।

इस प्रकार प्रार्थी द्वारा विपक्षी के अधीन लगातार काम किया उसे छंटनी करने से पूर्व औद्योगिक विवाद अधिनियम के प्रावधानों की पालना नहीं की गई, प्रार्थी को ठेके पर रखा गया हो ऐसी कोई साक्ष्य पेश नहीं हुई है। ऐसी स्थिति में प्रार्थी की सेवामुक्ति अनुचित और अवैध है।

प्रार्थी की सेवामुक्ति 24-12-98 को की गई जब कि यह रेफरेन्स इस न्यायालय को 2-3-2000 को प्रेपित किया गया। यह स्थिति भी सही है कि प्रार्थी ने 24-12-98 के पश्चात् विपक्षी के अधीन कोई कार्य नहीं किया है। अतः समस्त तथ्यों एवं परिस्थितियों को देखते हुए प्रार्थी रेफरेन्स को तिथि 2-3-2000 से अदेश की पालना तक 25 प्रतिशत राशि पूर्व भूति के रूप में दिलाई जाती है।

अधिनिर्णय

अतः यह अधिनिर्णित किया जाता है कि प्रार्थी ओमप्रकाश पुत्र श्री लादुराम द्वारा विपक्षी प्रिंसीपल जवाहर नवोदय विद्यालय, तिलवासनी, जोधपुर के अधीन लगातार काम किया, उसे छंटनी करने से पूर्व औद्योगिक विवाद अधिनियम के प्रावधानों की पालना नहीं की गई, प्रार्थी को ठेके पर रखा गया हो ऐसी कोई साक्ष्य पेश नहीं हुई है। ऐसी स्थिति में प्रार्थी की विपक्षी द्वारा की गई 24-12-98 से सेवामुक्ति अनुचित एवं अवैध है। अतः आदेशित किया जाता है कि विपक्षी नियोजक प्रार्थी को तुरन्त सेवा में युनर्स्थापित करे, प्रार्थी की सेवाएं निरन्तर मानी जावेगी, प्रार्थी रेफरेन्स की तिथि 2-3-2000 से आदेश की पालना तक 25 प्रतिशत राशि पूर्व भूति के रूप में विपक्षी नियोजक से प्राप्त करेगा।

यह अधिनिर्णय आज दिनांक 27-5-2004 को खुले न्यायालय में हस्ताक्षर कर सुनाया गया।

निशा गुप्ता, न्यायाधीश

नई दिल्ली, 15 जुलाई, 2004

का.आ. 1936.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जवाहर नवोदय विद्यालय के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, जोधपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-07-2004 को प्राप्त हुआ था।

[सं. एल-42012/259/99-आई.आर. (डीयू)]

कुलदीप राय बर्मा, डैस्क अधिकारी

New Delhi, the 15th July, 2004

S.O. 1936.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court, Jodhpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Jawahar Navodaya Vidyalaya and their workman, which was received by the Central Government on 15-07-2004.

[No. L-42012/259/99-JR (DU)]

KULDIP RAI VERMA, Desk Officer

अनुबंध

श्रम न्यायालय, जोधपुर

पौठासीन अधिकारी : श्रीमती निशा गुप्ता,
आर. एच.जे.एस.ओ.वि. (केन्द्रीय) सं. : 06/2001

ओमप्रकाश पुत्र लादुराम जाट निवासी गांव भावी,
तहसील बिलाडा जिला जोधपुर

.....प्रार्थी

बनाम

प्रिंसिपल, जवाहर नवोदय विद्यालय, तिलवासनी,
जिला जोधपुर

.....प्रार्थी

उपस्थिति :

- (1) प्रार्थी प्रतिनिधि श्री खेमाराम चौधरी, उप.
- (2) अप्रार्थी प्रतिनिधि श्री आर. के. विश्वनौर उप.

अधिनिर्णय

दिनांक : 27-5-2004

श्रम मंत्रालय भारत सरकार नई दिल्ली ने अपनी अधिसूचना क्रमांक एल. 42012/259/99 दिनांक 2-3-2000 से निम्न विवाद वास्ते अधिनिर्णय इस न्यायालय को प्रेपित किया है :—

“Whether the action of Principal, Jawahar Navodaya Vidyalaya, Tilvasni, Jodhpur in terminating the services of Sh. Om Prakash S/o Sh. Laduram, Ex.

part time mess helper w.e.f. 24-12-98 is legal and justified? If not, to what relief the concerned workman is entitled?"

प्रार्थी ने प्रिंसिपल जवाहर नवोदय विद्यालय के अतिरिक्त छोटाराम रमेश कुमार व लक्ष्मण को विपक्षी बनाकर अपना मांग-पत्र इस आशय का पेश किया कि अप्रार्थी द्वारा 23-10-94 को मैस हैल्पर के रूप में प्रार्थी को नियुक्त किया, प्रार्थी को भोजन बनाने का अच्छा ज्ञान है, प्रार्थी को प्रथम वर्ष 1994 में 650 रुपये प्रतिमास वेतन दिया गया उसके बाद 700 रुपये व वर्ष 1995 में 825 रुपये प्रतिमास वेतन दिया गया, प्रार्थी ने 23-10-94 से 24-12-98 तक निस्तर कार्य किया, 24-12-98 को प्रार्थी की सेवाएं मौखिक आदेश से समाप्त कर दी, प्रार्थी ने पुनः सेवा में लिये जाने का निवेदन किया लेकिन कोई सुनवाई नहीं की गई तथा प्रार्थी से कनिष्ठ छोटाराम, रमेशकुमार व लक्ष्मण को मैस हैल्पर के पद पर नियुक्ति दी जो अभी तक कार्यरत है, सेवा समाप्ति से पूर्व अप्रार्थी द्वारा प्रार्थी को नोटिस, नोटिस वेतन व छंटी मुआवजा भी नहीं दिया गया, अप्रार्थी द्वारा वरिष्ठता सूची नहीं बनाई न ही प्रकाशित की, चूंकि प्रार्थी ने सेवा समाप्ति से पूर्वगामी 12 महीनों में 240 दिन से अधिक कार्य किया है, ऐसी स्थिति, में सेवा समाप्ति से पूर्व विपक्षी के लिए यह आवश्यक था कि वह प्रार्थी को नोटिस, नोटिस वेतन व हर्जना अदा करता लेकिन विपक्षी द्वारा ऐसी कोई कार्यालयी नहीं की गई अतः सेवा समाप्ति अनुचित एवं अवैध है, अप्रार्थी द्वारा प्रार्थी से कनिष्ठों को सेवा में नियोजित कर अ.वि. अधिनियम की धारा 25-जी व 25-एच का उल्लंघन किया है तथा नियम 77 व 78 की भी पालना नहीं की है। प्रार्थी 24-12-98 से लगातार बेकार बैठा है उसके जीवीकोपार्जन का कोई साधन नहीं है। अन्त में निवेदन किया कि प्रार्थी की 24-12-98 को की गई सेवा समाप्ति को अनुचित एवं अवैध घोषित किया जाकर प्रार्थी को सेवा की निरन्तरता में पूर्ण पूर्व भूति सहित सेवा में पुनर्स्थापित किये जाने का अधिकार्य पारित किया जावे।

अप्रार्थी की ओर से जबाव में कहा गया कि प्रार्थी को कभी भी मैस हैल्पर के पद पर नियुक्ति नहीं दी गई, प्रार्थी से समय-समय पर दैनिक वेतन भोगी के रूप में कार्य करवाया गया, प्रार्थी को कभी भी नियुक्ति आदेश नहीं दिया, प्रार्थी ने कभी भी लगातार अपनी सेवा विद्यालय को नहीं दी मैस हैल्पर का कोई पद भी नहीं है, अप्रार्थी द्वारा अन्य को नियुक्ति ही नहीं दी तो प्रार्थी को नोटिस देने का सवाल ही नहीं उड़ता, दैनिक वेतन भोगी की सेवा कभी भी समाप्त की जा सकती है, प्रार्थी को कभी भी मैस हैल्पर के पद पर 23-10-94 को नियुक्ति नहीं दी तो उसके द्वारा 24-12-98 तक कार्य करना अपने आपमें शुठा व मनगढ़त तथ्य है। अलग से मैस हैल्पर का पद विद्यालय में नहीं है, बच्चों के भोजन, तेल व सबुन में से बचाकर दैनिक वेतन भोगीयों को वेतन दिया जाता था, अप्रार्थी द्वारा अप्रार्थी को किसी प्रकार का कोई सेवा समाप्ति का आदेश नहीं दिया। अन्त में निवेदन किया कि प्रार्थी स्वयं अप्रार्थी के यहाँ दैनिक वेतन भोगी के रूप में कार्य पर आना बन्द हो गया इस कारण प्रार्थी कोई अनुतोष प्राप्त करने का अधिकारी नहीं है। प्रार्थी का मांग-पत्र स्वयं खारिज किया जावे।

मांग पत्र के समर्थन में प्रार्थी ने स्वयं का शपथ-पत्र प्रस्तुत किया जिस पर अप्रार्थी प्रतिनिधि द्वारा जिरह की गई तथा अप्रार्थी की ओर से

एस.पी.के. सिद्धु का शपथ-पत्र प्रस्तुत किया जिस पर प्रार्थी प्रतिनिधि द्वारा जिरह की गई।

दोनों पक्षों के प्रतिनिधिगण की बहस सुनी, पत्रावली का अवलोकन किया।

प्रार्थी द्वारा यह कहा गया कि वह 23-10-94 से मैस हैल्पर के पद पर नियोजित हुआ और 24-12-98 को उसे सेवापूर्वक कर दिया गया। विपक्षी द्वारा यह कहा गया कि उन्होंने प्रार्थी को नियुक्ति नहीं दी परन्तु आगे जाकर उनका यह कथन है कि प्रार्थी का काम सन्तोषजनक नहीं था फिर उनका यह कथन है कि प्रार्थी ने अपनी इच्छा से काम पर आना बन्द कर दिया।

प्रार्थी स्वयं का यह कथन है कि उसने लगातार विपक्षी के अधीन काम किया है।

विपक्षी की ओर से श्रीमती एस.पी.के. सिद्धु प्रिंसीपल पेश हुई है जिन्होंने यह स्वीकार किया है कि प्रार्थी को 94 के आस पास रखा था और उसने 98 तक काम किया, यह खुद ही काम छोड़कर गया, प्रिंसीपल के जरिये मैस इन्वार्ज को भुगतान होता है और मैस इन्वार्ज हाजरी बताता है और उसने यह भी स्वीकार किया है कि अभी भी 4-5 दैनिक श्रमिक काम रहे हैं।

इस प्रकार प्रार्थी का यह कथन रहा है कि वह विपक्षी के अधीन 94 से 98 तक लगातार कार्यरत रहा है। स्वयं विपक्षी के साक्षी ने भी इस तथ्य को स्वीकार किया है। विपक्षी द्वारा भिन्न-भिन्न कथन किये गये हैं एक ओर उनका कथन है कि उन्होंने प्रार्थी को नियोजित नहीं किया, दुबारा उनका यह कथन है कि प्रार्थी का कार्य सन्तोषजनक नहीं था और आगे जाकर इनका यह कथन है कि प्रार्थी खुद ही काम छोड़कर चला गया। इस प्रकार विपक्षी के विरोधाभासी कथन विपक्षी की सत्यता पर संदेह पैदा करते हैं। विपक्षी के साक्षी ने स्वीकार किया है कि प्रिंसीपल द्वारा मैस इन्वार्ज को भुगतान होता था। इस प्रकार प्रार्थी विपक्षी के नियोजित में नहीं रहा हो ऐसी कोई स्थिति नहीं है और प्रार्थी के कथन पर अविश्वास किये जाने का कोई कारण नहीं है।

विपक्षी द्वारा यह स्वीकार किया गया है कि अभी भी 4-5 दैनिक श्रमिक काम कर रहे हैं। इसके बावजूद प्रार्थी को हटाने का कोई औचित्य नहीं था और यदि उन्हें प्रार्थी के हटाने के बाद रखा गया है तो प्रार्थी को पुनः नियोजन का अवसर नहीं देना धारा 25-एचआई एक्ट का उल्लंघन है।

प्रार्थी की ओर से आर. एल.आर. 1991 (2) 158 ओ.बी.सी. बनाम केन्द्रीय औद्योगिक अधिकारण का विनिश्चय पेश किया जिसमें कहा गया है कि यदि 240 दिन की सेवा पूर्ण नहीं हुई है तब भी धारा 25-एफ का लाभ प्राप्त होगा, इसमें प्रतिपादित सिद्धांत पर कोई विवाद नहीं है और प्रस्तुत प्रकरण में स्वयं विपक्षी ने स्वीकार किया है कि प्रार्थी ने उनके अधीन 94 से 98 तक काम किया है। इस प्रकार 240 दिन की गणना भी पूर्ण हो चुकी है।

प्रार्थी की ओर से एस.सी.सी. 1982(1) नेज 645 एल. रोबर्ट डिसूजा बनाम एंजीक्युटिव इन्जीनियर सार्दन रेलवे का विनिश्चय पेश किया जिसमें सेवापूर्वक पर नैसर्जिक न्याय के सिद्धांतों की पालना आवश्यक मानी गई है। उक्त विनिश्चय प्रार्थी को कोई लाभ नहीं पहुंचाता क्योंकि यहाँ प्रार्थी को सेवापूर्वक नहीं किया गया है बल्कि उसकी छंटनी की गई है।

विपक्षी की ओर से अखबार में प्रकाशित निविदा सूचना पेश हुई है परन्तु यह वर्ष 2002-2003 से संबंधित है और वर्ष 94 से 98 तक कोई निविदा आमंत्रित की गई हो इससे संबंधित कोई साक्ष्य पेश नहीं की गई है। वर्ष 2002 से 2004 तक की निविदा प्रस्तुत प्रकरण में विपक्षी को कोई लाभ नहीं पहुंचाती। विपक्षी की ओर से डब्ल्यू एल सी 1992(3) पेज 464 गेरीसन इन्जीनियर बनाम सेन्ट्रल इंडस्ट्रीयल ट्रिब्यूनल जयपुर का विनिश्चय पेश किया जिसमें 240 दिन की गणना पूर्ण नहीं हुई जब कि यहां ऐसी स्थिति नहीं है। स्वयं विपक्षी ने यह स्वीकार किया है कि प्रार्थी ने उनके अधीन 94 से 98 तक काम किया है।

इस प्रकार प्रार्थी द्वारा विपक्षी के अधीन लगातार काम किया उसे छंटनी करने से पूर्व औद्योगिक विवाद अधिनियम के प्रावधानों की पालना नहीं की गई, प्रार्थी को ठेके पर रक्षा गया हो ऐसी कोई साक्ष्य पेश नहीं हुई है। ऐसी स्थिति में प्रार्थी की सेवामुक्ति अनुचित और अवैध है।

प्रार्थी की सेवामुक्ति 24-12-98 को की गई जबकि यह रेफरेन्स इस न्यायालय को 2-3-2000 को प्रेषित किया गया। यह स्थिति भी सही है कि प्रार्थी ने 24-12-98 के पश्चात् विपक्षी के अधीन कोई कार्य नहीं किया है। अतः समस्त तथ्यों एवं परिस्थितियों को देखते हुए प्रार्थी को रेफरेन्स की तिथि 2-3-2000 से आदेश की पालना तक 25 प्रतिशत राशि पूर्व भूति के रूप में दिलाई जाती है।

अधिनिर्णय

अतः यह अधिनिर्णित किया जाता है कि प्रार्थी ओम प्रकाश पुत्र श्री लाट राम जाट भेवरलाल द्वारा विपक्षी प्रिंसीपल जवाहर नवोदय विद्यालय तिलबासनी जोधपुर के अधीन लगातार काम किया, उसे छंटनी करने से पूर्व औद्योगिक विवाद अधिनियम के प्रावधानों की पालना नहीं की गई, प्रार्थी को ठेके पर रखा गया हो ऐसी कोई साक्ष्य पेश नहीं हुई है। ऐसी स्थिति में प्रार्थी की विपक्षी द्वारा की गई 24-12-98 से सेवामुक्ति अनुचित एवं अवैध है। अतः आदेशित किया जाता है कि विपक्षी नियोजक प्रार्थी को तुरन्त सेवा में पुनर्स्थापित करे, प्रार्थी की सेवाएं निरन्तर मानी जावेंगी, प्रार्थी रेफरेन्स की तिथि 2-3-2000 से आदेश की पालना तक 25 प्रतिशत राशि पूर्व भूति के रूप में विपक्षी नियोजक से प्राप्त करेगा।

यह अधिनिर्णय आज दिनांक 27-5-2004 को खुले न्यायालय में हस्ताक्षर कर सुनाया गया।

निशा गुप्ता, न्यायाधीश

नई दिल्ली, 15 जुलाई, 2004

का.आ. 1937.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीनियर सुपरिनिटेंट ऑफ पोस्ट आफिसेस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, पुणे के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-07-2004 को प्राप्त हुआ था।

[सं. एल-40012/70/94-आई.आर. (डी यू)]

कुलदीप राय बर्मा, डैस्क अधिकारी

New Delhi, the 15th July, 2004

S.O. 1937.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court, Pune as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Sr. Supdt. of Post Offices and their workman, which was received by the Central Government on 15-07-2004.

[No. L-40012/70/94-IR(DU)]

KULDIP RAI VERMA, Desk Officer
ANNEXURE

BEFORE SHRI P.E. HAVAL PRESIDING OFFICER, II
LABOUR COURT PUNE

Reference IDA No. 305/95

Sr. Supdt of Post Office
G.P.O. Pune-411001. I Party

and

Their Workman
The Asstt. Circle Secretary
All India Postal Employees Union
C/o I.D. Tupe, G.P.O.
Pune : 411001. II Party

AWARD

This is a reference made by Central Government in exercise of the powers conferred by Clause (C), Sub-Sec.(1) and Sub. Sec. 2 (A) of Sec. 10 of I.D. Act, 1947 for adjudication of the dispute referred in the schedule, between above parties.

Schedule

“Whether the action of the management of Sr. Supdt. of Post Office, Pune in refusing to grant temporary status to S/Shri Ramesh B. Pol., Rajan A. Gaikwad, Anant P. More, Madhukar V. Valra, Ganesh B. Pasalkar, and Dagdoo Gharwadve, is justified and in accordance with the Casual Labourers Grant of temporary status and regularisation, Scheme circulated vide Deptt. of Post Letter No. 45/95-SPB-I dt. 12-4-91. If not, what is the relief to which the concerned workmen are entitled.”

2. Notices were issued to the parties. Accordingly parties filed their S.C. and W.S. but thereafter II party has been remaining absent. It seems II-party is not interested in prosecuting his claim. The matter is quite old. I, therefore, have no alternative but to dispose off the reference for want of prosecution by II Party. I, therefore, proceed to pass following order :—

ORDER

Reference is hereby disposed off for want of prosecution. No order as to costs.

Pune

Dt. 10-3-2004.

P. E. HAVAL, Presiding Officer

नह दिल्ली, 15 जुलाई, 2004

का.आ। 1938।—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसरण में, केन्द्रीय सरकार मांगथेर क्षेत्रीय ग्रामीण बैंक के प्रबंधनतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुवंश में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अम् न्यायालय, मं. 2, धनबाद के पंचाट (संदर्भ संख्या आई. डी. 76/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-07-2004 को प्राप्त हुआ था।

[भंड एन-12012/493/2000-आई. आर. (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 15th July, 2004

S.O. 1938.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. ID 76 of 2001) of the Central Government Industrial Tribunal/Labour Court, No. 2, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Monghyr Kshetriya Gramin Bank and their workman, which was received by the Central Government on 15-07-2004.

[No. L-12012/493/2000-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

SHRI B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 76 of 2001

PARTIES : : Employers in relation to the management of Kshetriya Gramin Bank, Monghyr and their workman.

APPEARANCES:

On behalf of the workman : Mr. B. Prasad.
Authorised Representative.

On behalf of the employers : Mr. D.K. Verma,
Advocate.

State : Jharkhand : Industry : Coal

Dated, Dhanbad, 30th June, 2004

AWARD

1. The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12012/493/2000/IR(B-I), dated the 19th March, 2001.

SCHEDULE

"Whether the action of the management of Monghyr Kshetriya Gramin Bank, Mongher in dismissal from services of Shri Jitendra Kumar Choudhary, Ex-clerk-cum-Cashier is justified? If not, what relief the workman is entitled?"

2. The case of the concerned workman according to written statement submitted by him in brief is as follows :

The concerned workman submitted that he got his appointment as permanent clerk on 13-6-80 by the management. He disclosed that on 1-6-83 the Chairman with malafide intention and also to victimise him issued a show cause notice and simultaneously suspended him from his service. The Chairman also lodged FIR against him without assigning any reason. He also alleged that the management though issued show cause notice to him and suspended him from service neither issued any chargesheet nor started any departmental enquiry against him and for which he moved before the Hon'ble High Court and the Hon'ble Court by order Dt. 4-8-88 in CWJC No. 3015/88 directed the management to complete the enquiry within stipulated period. Accordingly on receipt of the said direction from the Hon'ble Court management hurriedly issued chargesheet to him dt. 13/15-9-88 to which he submitted reply denying all the charges brought against him.

He alleged that management instead of accepting his reply appointed enquiry officer to hold domestic enquiry against him. He further alleged that the said enquiry officer conducted domestic enquiry against him without affording him full opportunity to adduce evidence on his part and also to cross-examine the management's witness.

He submitted that even after completion of the said domestic enquiry management did not consider necessary to supply any copy of the report. He disclosed that the Enquiry Officer during hearing relied on various documents, the copies of which also were not supplied to him for which he did not get scope either to cross-examine the witnesses of the management nor was able to adduce evidence on his part. He alleged that inspite of holding invalid and irregular enquiry though management failed to establish the charge dismissed him from service illegally, arbitrarily and violating the principles of natural justice. He disclosed that the Chairman who lodged FIR, issued chargesheet to him and again dismissed him from service, knowing fully well that he had no legal authority to do so as per service rules and on that score alone the order of dismissal passed against him should be considered as invalid and void ab initio. Moreover the disciplinary authority differed from the findings of the enquiry officer in arriving to the conclusion that he was guilty to the charges brought against him but neither any show cause notice nor any opportunity was given to him to make his submission in that regard and for Court which he challenged that illegal order of dismissal before the Hon'ble High Court and the Hon'ble in disposing of his petition asked him to prefer an appeal. Accordingly, in view of the direction of the Hon'ble Court he preferred appeal before the Board of directors for consideration. Thereafter Board of Directors by orders though, kept the said order of dismissal in abeyance on 31-5-92 again issued order of suspension. Thereafter, the Board of Directors by letter dt. 19-9-96 dismissed him from his service. He submitted that the said order of dismissal passed against him was illegal, arbitrary and unjustified and for which he submitted representation before the management for his reinstatement but as the management did not give any importance to his prayer he was compelled to raise industrial dispute before ALC (C) for conciliation which ultimately resulted reference to this Tribunal for adjudication.

The concerned workman accordingly submitted his prayer to pass award directing the management to reinstate him in service with full back wages and all other consequential relief.

3. Management on the contrary after filing Written statement-cum-rejoinder have denied all the claims and allegations the concerned workman asserted in his Written statement. They submitted that the concerned workman

while was posted at Huthiyama Branch of Monghyr Khetriya Gramin Bank committed serious misconduct of fraud and dishonesty in between the period from 1981 to 83. As part of committing misconduct he manipulated the records of the bank relating to savings A/c. No. 101 in respect of the customer Sri Nawal Kishore Singh and Savings Bank A/c. No. 44 stood in the name of customer Sri Rajo Singh and withdraw Rs. 16,000 on 8-1-82 from Savings Bank A/c. No. 44 and had kept blank withdrawal slips purported to have been prepared under the signature of Sri Rajo Singh with intention to withdraw Rs. 50,000/- from his account. The concerned workman opened Savings Bank account Nos. 201 in the name of Smt. Sushila Devi, 202 in the name of Sri Upendra Tewari and No. 188 in the name of Sri Benoy Kumar Jaiswal, which are all fictitious accounts and deposited different amounts on different dates therein. He also for that purpose manipulated the records of the Bank with some ulterior motive. He also received various amounts by way of realisations of loan from different loanees but did not deposit the said realised amount in the bank and misappropriated the same for his own use. He also indicated payment of loans to 25 ladies in respect of purchase of sewing machines but in fact the said amount was misappropriated by him. They alleged that the concerned workman took away properties of the Bank for his personal use, misplaced the vouchers, acted beyond his delegation of power and committed various irregularities in money transactions and accounting and when the audit team detected all those irregularities, he absented from his duty unauthorisedly with the intention to save himself from his liabilities.

Accordingly, for committing such serious misconduct and offence management lodged FIR against him U/s. 409, 420 and 468 IPC. They also issued show cause to him but he did not give any reply to the show cause. On the contrary he filed a Writ Petition before the Hon'ble High Court, Patna which was registered as CWJC. No. 3015 of 1988. They submitted that thereafter, as per direction of the Hon'ble Court they initiated disciplinary action against him and issued chargesheet to him dt. 13/15-9-88, to which he submitted his reply on 14-10-88. As the reply given by him was not satisfactory a domestic enquiry started against him by the Enquiry Officer duly appointed by the Disciplinary authority. They submitted that in course of domestic enquiry proceeding full opportunity was given to him to defend his case. The enquiry officer after completing domestic enquiry

submitted his report holding the concerned workman guilty to the charges brought against him and accordingly, the disciplinary authority after considering all aspects carefully dismissed him from service by order dt. 31-5-95. Against that order of dismissal he preferred an appeal before the Board of Directors but the said appeal also was dismissed confirming the dismissal order passed by the Disciplinary Authority.

They submitted that the concerned workman committed serious misconduct of fraud and dishonesty in connection with banking business and therefore, the action taken by the management in dismissing the concerned workman from his service was legal, bonafide and justified and for which he is not entitled to get any relief in view of his prayer.

4. POINTS TO BE DECIDED

"Whether the action of the management of Monghyr Kshetriya Gramin Bank, Monghyr in dismissal from services of Shri Jitendra Kumar Choudhary, Ex-clerk-cum-Cashier is Justified? If not, what relief the workman is entitled?"

5. FINDINGS WITH REASONS

It transpires from the record that before taking up hearing of the instant case on merit it was taken into consideration whether domestic enquiry held against the concerned workman was fair, proper and in accordance with the principle of natural justice or not? The said issue on preliminary point was disposed of vide Order No. 22 dt. 12-3-2004 and it was decided that domestic enquiry held against the concerned workman was fair, proper and in accordance with the principle of natural justice. Accordingly at this stage there is no scope to re-open that issue further.

Here the point for consideration is whether the management have been able to establish the charge brought against the concerned workman and if so whether the concerned workman is entitled to get any relief U/s. 11A of the I.D. Act? It transpires from the record that for committing misconduct management issued a chargesheet against the concerned workman which in course of hearing was marked as Ext. M-1. From the chargesheet it transpires that management have brought 16 charges against the concerned workman with the allegation of committing of serious misconduct. There is no dispute to hold that the concerned workman by giving reply to the charge brought against him denied all the allegations in question but as the management was not satisfied with the reply given by the concerned workman they decided to hold domestic enquiry against him. The reply given by the concerned workman during hearing was marked as Ext. M-2. After domestic enquiry the Enquiry Officer submitted his report

holding the concerned workman guilty in respect of charge No. 4, Charge No. 11B, Charge No. 11(e), Charge No. 12 and Charge No. 16(k) out of 16 charges brought against him. The enquiry officer exonerated the concerned workman from rest of the charges brought against him i.e. Charge No. 1,2,3,4,5,6,7,8,9,10,11,11A, 11C, 11e, 13,14,16(a), 16(b), 16(c), 16(d), 16(e), 16(f), 16(g) and (h), 16(i), 16(j). After submission of report the disciplinary authority considering charge and also considering all materials aspect disagreeing with the findings of the Enquiry Officer in respect of charge No. 1 and 2, charge No. 6 drew conclusion that the concerned workmen was found guilty in respect of those three charges along with other charges which have been proved against the concerned workman and accordingly issued order of dismissal without issuance of notice subject to privilege given to the concerned workman to make his submission on any convenient date of his choice. The order of dismissal issued by the disciplinary authority/ Chairman during evidence was marked as Ext. M-5. It is the contention of the concerned workman that the disciplinary authority before passing the order of dismissal did not consider necessary to issue any notice and further that the disciplinary authority also did not give him opportunity to make his further submission in respect of charge No. 1, 2 and Charge No. 6 which the disciplinary authority considered to be proved disagreeing with the finding of the Enquiry Officer. The representative of the management in course of hearing referring Regulation 10(3) of Monghyr Kshetriya Gramin Bank Staff Service Regulation submitted that it was the discretion of the disciplinary authority whether any notice is required to be given or not before dismissing any workman from his service. I have considered Regulation No. 10 Clause 3 and I find support of the submission of the representative of the management. Accordingly there is limited scope to say that the disciplinary authority committed any illegality in dismissing the concerned without giving any notice.

It is seen from his Written statement that before raising industrial dispute against the order of dismissal passed by the disciplinary authority he preferred a Writ Petition before the Hon'ble High Court, Patna challenging the order of dismissal passed by the said disciplinary authority. In course of hearing the concerned workman did not consider necessary to submit certified copy of the Writ Petition with a view to consider by this Tribunal the matters which he agitated in the said Writ Petition. However, it is seen from his Written statement that Hon'ble Court in dismissing the said Writ petition directed the concerned workman to prefer an appeal against the order of dismissal passed by the disciplinary authority. In view of the said direction given by the Hon'ble Court concerned workman preferred appeal before the Board of Directors for its consideration. The appeal which the concerned workman preferred during hearing was marked as Ex. M-6. In para-1 of the said appeal the concerned workman agitated that in

view of his prayer the management supplied copies of enquiry report in part and for which he was debarred from submitting representation based on material facts in support of his defence. The said copy of enquiry report was received by the concerned workman through registered post on 17-6-92 and 7-7-92. In course of hearing the concerned workman did not consider necessary to file the enquiry report which he received in part from the management in view of his prayer. No cogent document is also forthcoming before this Tribunal that after receipt of party enquiry report he submitted any petition to the management with request to submit fresh copy of enquiry report in full. Accordingly I find it difficult to accept the contention of the concerned workman that he received incomplete enquiry report from the management in view of his prayer. In para-2 onwards the concerned workman disclosed that the disciplinary authority differing with the finding of the Enquiry Officer in relation to Charge No. 1 and 2 did not consider necessary to appreciate the observation made by the Enquiry authority. On the contrary relying on photo copies of the alleged document came to the finding that Charge No. 1 and 2 brought against the concerned workman was established. He also did not consider necessary to assign any reason before coming to such conclusion after disagreeing with the finding of enquiry officer. It is seen from the record that after hearing the appeal Board of Directors upheld the order of dismissal issued by the Disciplinary authority against the concerned workman. Finding of the appellate authority during hearing was marked as Ext. M-7. It is seen from the record that in course of hearing the appeal full opportunity was given to the concerned workman to make his submission. Therefore, there is no scope to say that no opportunity was given to the concerned workman to make his submission in respect of Charge No. 1, 2 and 6 and also in relation to other charges referred to above which have been proved against him.

Now let me consider whether the finding of the disciplinary authority in respect of Charge No. 1, 2 and 6 are based on cogent reason or not. Charge No. 1 which was brought against the concerned workman is as follows :—

Charge No. 1 :—Shri Nawal Kishore Singh of Village-Hathiyama had deposited Rs. 16,000 on 10-7-1981 in the Saving Bank Account No. 101. He had not withdrawn a single paisa from his said account. When he came to withdraw the amount on 13-5-83 the Branch Manager of Hathiyama branch informed him that the entire money to his credit had been withdrawn. Shri Nawal Kishore Singh had denied his signature on the withdrawal slip and when confronted with his specimen

signature card on the record of the Bank, he had denied that signature too, stating that the signature card on the record of the Bank, he had denied that signature too stating that the specimen signature on the record of the Bank was a forgery. You have thus withdrawn the amount fraudulently by changing the records of Bank. Besides, the Bank ledger showed that a sum of rupees 16,000 had been debited from Saving Bank Account No. 101 on 8-1-1982, but subsequent entries in the ledger are confusing and bore marks of cuttings and overwritings which clearly indicate to have some foul play in the Account."

With a view to establish Charge No. 1 it transpires from the enquiry proceeding papers that the Presenting Officer submitted photo copies of relevant papers of the Bank taking the plea that Police in course of investigation in connection with FIR lodged against the concerned workman by the management over misappropriation of the Bank's money seized the original documents. It has been further disclosed by the Presenting Officer that at the time of seizure they made photo copies of the original for future reference. On the contrary it was the contention of the concerned workman that at the time of handing over the original documents to the Police as per the seizure list they made copies of the same duly certified by the authorities of the Bank and the same were very much in custody of the Bank but instead of producing the certified copies of the documents the Presenting Officer in collusion with the management with a view to bring false charge intended to rely on some fabricated documents. The Enquiry Officer after careful consideration of all the facts submitted by the Presenting Officer as well as the concerned workman opined that photocopies of the documents which management relied on with a view to establish Charge No. 1 cannot be considered at all taking into consideration that the same neither be considered as original document nor may be treated as documents to be considered as secondary evidence. It is seen from the enquiry proceeding report that inspite of raising objection by the concerned workman management did not consider necessary to produce certified copies of the original documents after obtaining its certified copy from the Court. Management also had the scope to make photocopy of the original document certified under the Bankings Evidence Act or as per provision laid down under Evidence Act before handing over the originals to the Police on its seizure. Accordingly the Enquiry Officer

came to the conclusion that management have failed to establish the Charge No. 1 brought against the concerned workman. I have considered the decision of the disciplinary authority in this regard carefully and considering the finding of the disciplinary authority I have failed to find out any positive evidence relying on which the said authority came to the conclusion that charge No. 1 brought against the concerned workman had well been established. I have also carefully considered the finding of the Appellate authority in the matter of their finding and they made it clear why they also disagreed with the finding of the Enquiry Officer. I have carefully considered the finding of the appellate authority. The appellate authority observed in their finding that the concerned workman in course of hearing admitted that the signature of Nawal Kishore Singh on the complaint did not tally with the signature on the specimen signature card. Considering all relevant papers it transpires that one Nawal Kishore Singh withdrew the said amount from the Bank under his signature. The allegation of the management as per charge is that the concerned workman had withdrawn the said amount fraudulently by changing the records of the Bank from S/B A/c. No. 101 of Nawal Kishore Singh. As per charge it is seen further that Shri Singh deposited a sum of Rs. 16,000 on 10-7-81 and came to withdraw the said on 13-5-83 while the said amount was withdrawn on 18-1-82. After verifying the complaint the account holder denied the signature on the withdrawal slip and also in specimen signature kept in the custody of the Bank. Considering the enquiry proceeding papers it transpires that as per withdrawal slip bearing signature of Nawal Kishore Singh the said amount was paid to the customer after verifying his signature with the signature appearing in the specimen signature. Therefore, onus absolutely was on the management to establish that the concerned workman not only replaced the specimen card wherein the signature of Nawal Kishore Singh was taken but it was replaced by another specimen by fictitious card whose signature tallied with the Nawal Kishore Singh and it was so done in connivance with the concerned workman. It transpires that management have failed to produce any cogent evidence too that Nawal Kishore Singh who lodged complaint was the actual Nawal Kishore Singh who deposited the said amount in S/B. Account No. 101. Moreover management have also failed to substantiate that the concerned workman was directly involved in replacing the specimen card with signature of original Nawal Kishore Singh with a view to misappropriate the amount in question. The appellate authority in support of their claim

have assigned reason which I consider is far from satisfactory. On the contrary the reason assigned by the Enquiry Officer appears to be more appropriate and for which after careful consideration of all the facts and circumstances I find no scope to uphold the contention of the disciplinary authority in the matter of their finding that charge No. 1 brought against the concerned workman was established.

Now let me consider how far finding of the appellate authority in the matter of Charge No. 2 established is based on correct footing. It is seen from the enquiry report that the Enquiry Officer exonerated the concerned workman from Charge No. 2. The disciplinary authority differed with the finding of the Enquiry Officer and drew conclusion that Charge No. 2 was established against the concerned workman. The appellate authority also conceded to the view of the disciplinary authority. Charge No. 2 is as follows:—

“Charge No. 2:—Shri Rajo Singh holder of Saving Bank Account No. 44 had alleged unauthorised withdrawal of Rs. 20,000 from his said Saving Bank Account. Bank report revealed withdrawal of Rs. 20,000/- from Saving Bank Account No. 44 on 20-04-1982. The said withdrawal has been properly noted in the Bank ledger as well as in the tokenbook duly authenticated with your initial. The withdrawal slip relating to the withdrawal of Rs. 20,000 was not found in the record of the Bank. Pass book held by the depositor did not show any such withdrawal. You have thus withdrawn the amount fraudulently from the Saving Bank Account No. 44. Besides the subsequent entry in the Savings Bank ledger are confusing and are not in conformity with the transaction shown as above.”

The Enquiry Officer in his finding observed that considering all available materials on records to the effect that the management have failed to obtain original document or its certified copy even after lapse of 8 years when the concerned workman was placed under order of suspension to establish the charge brought against him. Accordingly Enquiry Officer held that Charge No. 2 could not be established against the concerned workman by the management. Finding of the disciplinary authority appears to be not supported by cogent reason and for which I do not like to rely on the same. In the report it has been

observed by the appellate authority to the effect. "It is proved from the documents/papers produced in course of enquiry that a sum of Rs. 20,000 was taken out from S.B. A/c. No. 44 on 20-4-82. The withdrawal of Rs. 20,000 has been reflected in the ledger on 20-4-82. The Pass-Book of the account holder does not show any debit entry on 20-4-82 and the said withdrawal slip is missing. It is further observed that on 20-4-82 the cash transactions were attended by Shri Choudhary and cash payment was made by him.

The contention of Shri Choudhary that the then Manager fabricated the things as he did not report the missing of vouchers holds no substance for on 14-11-82 he was given charge of cash and keys only and even at the time of relieving Shri Choudhary did not hand over the charge with detailed list of documents.

Shri Choudhary has not brought on record anything to show that he was not responsible for the false withdrawal of Rs. 20,000 on 20-4-1982 and reasons for not making entry of the transactions of Rs. 20,000 in the Pass Book of the account, rather he has tried to shift the responsibility that he was not a party to the loss of vouchers of 20-4-82. He has further not brought anything on record regarding the confusing and suspicious entry in the ledger of S.B. A/c. No. 44 authenticated by him. His contention that the account holder did not attend the enquiry proceedings has not been found relevant because the Bank's documents produced in course of enquiry proves that a sum of Rs. 20,000 was taken out from S.B. A/c. No. 44." Now considering the enquiry proceeding papers and finding of the appellate authority it is clear that a sum of Rs. 20,000 was withdrawn from S.B. A/c. No. 44 dt. 20-4-82 in the name of Raju Singh and the said withdrawal was reflected in the ledger in the same date but in the Pass Book of the account holder the said amount was not debited. Moreover the withdrawal slip in respect of the said amount found missing. It has been established in course of enquiry proceeding that Shri Choudhury i.e. the concerned workman was directly involved in making payment of the said amount not only but also made necessary entry in the ledger book as he was his custodian. Had that not been so there was no scope for making such payment. When any amount is withdrawn as per withdrawal slip the amount to be withdrawn must be debited in the Pass Book simultaneously. But in the Pass Book such debit entry was not made by the concerned workman. However, the concerned workman took a plea in the hearing of appeal that the then Manager fabricated the issue not only but also did not report of missing voucher. He further disclosed that on 14-11-82 he handed over charge and keys to the Manager and at that time the said Manager did not raise any dispute relating to missing voucher and accordingly he submitted that with some ulterior motive false charge was brought against him. I have carefully considered all the relevant papers of the enquiry papers and it transpires that the

concerned workman was incharge of Cash section and he paid a sum of Rs. 20,000 as per withdrawal slip on 20-4-82 and on the same date made an entry in the ledger book but did not debit the amount in the Pass Book which was mandatory on his part. To that effect he has not given any cogent explanation. It has been established considering all materials on record that Raju Singh did not withdraw the amount in question and for which the Chairman paid the same amount with interest to Shri Raju Singh on his demand at later date. It cannot be considered as plea at all that at the time of handing over charge to the Manager that question was not raised but it was raised subsequently with some mala fide intention. It transpires that the concerned workman delivered charge by handing over keys and cash. Considering the enquiry proceeding papers I find support of this fact and it is clear that no itemwise charge was handed over to the Manager. Loss of withdrawal slip is very serious offence and the concerned workman cannot exonerate his responsibility to explain the said withdrawal slip was found missing. If the withdrawal slip was available in that case it would be clear actually under whose signature said amount was withdrawn from A/c. No. 44 stood in the name of Raju Singh. If the Pass Book and misc. withdrawal slip are taken into consideration it will expose clearly that Raju Singh did not withdraw the money in question. Therefore, onus was on the concerned workman to establish that the withdrawal slip was actually submitted by Raju Singh under his signature and he withdrew the money. The concerned workman at all did not give any satisfactory explanation why the money withdrawn was not debited in the Pass Book of the account holder immediately. As the concerned workman has failed to satisfy these two vital anomalies with cogent reasons I find sufficient reason to consider in the matter of involvement of the concerned workman for misappropriating the money in question. I have carefully considered the finding of the Enquiry Officer and I am not at par with his finding because of the fact that he did not discuss all those facts which I have highlighted above. On the contrary finding of the appellate authority on this point appears to be much more authentic and credible and therefore, I find sufficient reason to hold that the appellate authority had cogent ground to differ with the finding of the Enquiry Officer to find the concerned workman guilty in respect of charge No. 2.

Now let us consider charge No. 6 which was brought against the concerned workman. Charge No. 6 speaks as follows:—

"Charge No. 6 :—A loan of Rs. 16,000 only was advanced to Shri Ram Lakhan Singh, S/o Naseeb Singh of village Hathiyanwa on 12-05-81 for digging well. The loanee produced before the audit party a countersign of pay-in-slip of 4200 stating that the amount was repaid to

the Bank by way of instalment against the loan. But the said amount has not been credited in the loan account of the loanee and appears to have been misappropriated."

From the enquiry report it transpires that the charge was not proved considering the fact that the customer Ram Lakan Singh did not lodge any complain to the Bank about misappropriation of money by the concerned workman. However, view extended by the Enquiry Officer was contradicted by the disciplinary authority as well as by the appellate authority. It is specific view of the appellate authority that the management inspite of establishing this charge brought against the concerned workman the Enquiry Officer without assigning sufficient reason exonerated the concerned workman from it. Now let me consider whether the finding of the appellate authority finds any basis or not. It is clear from the record of the enquiry proceeding that one Ram Lakan Singh took a loan of Rs. 16,000 on 12-5-81 for the purpose of digging well. During audit the loanee produced counter foil of pay-in-slip of Rs. 4200 stating that the amount was repaid to the Bank by way of instalment against the loan but instead of crediting the said loan amount in the account of loanee it has been misappropriated. It has been observed by the Enquiry Officer the management did not receive any complaint from the loanee and for which the Enquiry Officer discharged the concerned workman from the charge in question. From the enquiry papers it transpires that the Presenting Officer at the time of hearing produced original counter foil of Rs. 4200 dt. 30-7-92 which was received by Mr. J. K. Choudhury related to Loan Account of Ram Lakan Singh. He also presented application dt. 25-6-83 relating to the deposit of the said amount in loan account though not credited in his account on that date in his account on that date loan ledger No. 1, F.No. 81; Attendance Register dt. 30-7-82 Cash Receipt Book No. 1 were also produced with a view to prove the charge in question. As per attendance register dt. 30-7-82 it transpires that Mr. J. K. Choudhury was present alone. Ledger No. 1 F. No. 81 exposed that a sum of Rs. 16,000 was financed to Ram Lakan Singh on 12-5-81 for digging well. The said ledger was authenticated by the concerned workman i.e. Mr. Choudhury. Original counter foil shows that the concerned workman on 30-7-82 received a sum of Rs. 4200 but he did not record this fact in the Cash Receipt Book on the same date. Accordingly it has been exposed that the amount in question was not accredited in the loan account of the said customer. Contention of the concerned workman is that the charge No. 6 no specific date was mentioned regarding receipt of Rs. 4200 from Ram Lakan Singh. In the letter dt. 25-6-83 which was submitted to the management by the customer Ram Lakan Singh it was maintained that he deposited the said amount on 30-7-82 but in the counter foil the date was exposed as 30-8-82. Disclosing this fact the concerned workman submitted that as the dates appears to be

contradictory the allegation in question cannot be entertained at all. There is no dispute that two dates i. e. 30-7-82 and 30-8-82 have come to light in the matter of deposit of the amount in question by Ram Lakan Singh. However, for that reason the original counter foil in relation to receipt of Rs. 4200 by the concerned workman cannot be denied at all. It has been established that Ram Lakan Singh deposited a sum of Rs. 4200 towards part payment of loan amounting to Rs. 16,000 which he took from the Bank. The said counter foil as it appears was written by the concerned workman and thereafter he received the amount in question. This fact could not be denied at all. In spite of received the same he did not record that amount in the Cash Receipt Book No. 1 on the same date F. No. 71 Loan Ledger No. 1 and also it was not credited in the loan account of the concerned workman in loan Ledger No. 1 Folio No. 81. There may be misquotation of date but for such misquotation of date the concerned workman cannot exonerate his responsibility in the matter of receipt of Rs. 4200 through counter foil from Mr. Ram Lakan Singh. The concerned workman in course of hearing before the Enquiry Officer neither denied his hand writing nor his signature in the counter foil. Therefore, onus absolutely rests on the concerned workman to establish why he did not record receipt of this amount in the Cash Receipt Book and ledger counter. Therefore, I consider that appellate authority was justified in holding the concerned workman guilty to charge No. 6 disagreeing with the observation of the Enquiry Officer.

Now let us consider charge No. 11 (c) which speaks as follows :-

Charges No. 11 (c)

"That loan account of Shri Chandradco Singh for Rs. 5000/- on dated 07-8-1981 is suspicious. Entry has not been made in the ledger."

In course of hearing the Presenting Officer produced the debit voucher of Rs. 7000 dt. 7-8-81, Loan Ledger F. No. 89 Cash Book No. 2 Folio No. 63. The allegation of the concerned workman was that entry of debit voucher dt. 7-8-81 for Rs. 5000/- was not shown in the loan ledger page No. 89 in the Cash Book dt. 7-8-81. This entry also was found missing though its clear that the voucher for Rs. 5000 was duly prepared and authenticated by the concerned workman. The concerned workman during hearing could not deny this fact. He only took plea that due to lack of experience and training he committed such mistake. The explanation assigned by the concerned workman is far from satisfactory and for which in any circumstances such submission cannot be relied on. It is unthinkable to note that a Bank officer who deals with Bank transaction is not aware that debit voucher for the amount in question simultaneously is required to be recorded in the ledger book and Cash Book. I hold that the Enquiry Officer was absolutely justified in holding

the concerned workman guilty to charge No. 11 (c) which was brought against the concerned workman.

Now let us come to charge No. 12. Charge No. 12 speaks as follows :—

“Charge No. 12 - “That you absented from the branch unauthorisedly causing closure of Hathiya branch during the period 02-5-83. to 7-5-83 ”

As per Charge No. 12 it transpires that the concerned workman's absence the Bank of Hathiya branch remained closed from 2-5-83. to 7-5-83 i.e. continuously for a period of 6 days. During this period no Bank's transaction was held. It has been submitted by the Presenting Officer that the concerned workman was in charge of the said branch. Knowing fully well of his responsibility he went on leave closing the Bank for the period in question without making arrangement for his substitution and as a result of which the business of the Bank was seriously affected. On the contrary the concerned workman submitted that due to sudden indisposition he could not attend the Bank and this fact he duly intimated to his head office through his leave application with medical certificate. No doubt the concerned workman took the plea of his ailment but that plea which was taken, I consider, is not sufficient enough to accept. It is not the case of the concerned workman that his ailment was so serious that he could not get any scope to move further. He actually ignored his responsibility which he was liable to perform being incharge of the Bank. It is seen that for this act of the concerned workman entire business of the Bank remained suspended continuously for 6 days which I think is unthinkable. He just furnished his duty by sending a letter along with medical certificate stating the reasons of his absence. The Enquiry Officer in his report observed categorically that the concerned workman had the scope to ask for the hand from the linked branch Shekhpur prior to proceeding on leave. No satisfactory explanation was given by the concerned workman to this effect. Accordingly I hold that the concerned workman acted contrary to the interest of the Bank which amounts to committal of misconduct. I, therefore, consider that the Enquiry Officer was absolutely justified in holding the concerned workman guilty to this charge.

Now let us consider Charge No. 15. Charge No. 15 speaks as follows :—

Charge No. 15:— “That you were absenting from Head Office unauthorisedly since 16-5-1983 and have not cared to report to Head Office inspite of instructions to do so in Head Office letter No. HO/INSP/C/19/83 dt. 21-5-1983.”

It shows that according to this charge the concerned workman remained on unauthorised leave from 16-5-83. It

is seen that the concerned workman before proceeding to leave submitted an application to that effect. Contention of the management is that the said leave application was not considered by the management but inspite of getting knowledge of the fact he started remaining himself absent unauthorisedly which amounts to misconduct. The concerned workman during enquiry proceeding did not justify his claim properly as to why he left on leave inspite of his application was not acceded to by the management. Actually it shows that the concerned workman was not sincere to give any satisfactory reply in the matter of enjoyment of unauthorised leave by him. I have perused the enquiry report submitted by the Enquiry Officer and I hold that the observation of the Enquiry Officer considering all pros and cons appears to be justified in the matter of holding the concerned workman guilty to the charge.

Charge No. 16(k) speaks as follows :—

Charge No. 16 (k) A debit voucher under Sundry debtor A/c for Rs. 5000 is shown in cash book on 30-4-83 as advance taken by Shri J. K. Choudhary for purchasing Rickshaw for sundry parties against loan application pending with them as stated.”

Considering enquiry papers it transpires that at the time of hearing this charge by the Enquiry Officer the Presenting Officer produced debit voucher of Rs. 5000 dt. 30-4-83 Token Book No. 2 F. No. 43 Cash Book No. 5 Folio No. 58. It has been disclosed by the Presenting Officer as per Cash Book dt. 30-4-88, Folio 5/58 a sum of Rs. 5000 was paid to concerned workman for purchasing four Rickshaws for sundry loan parties. To purchase the said Rickshaw the concerned workman took an advance from Sundry Debtor account of Rs. 5000. The voucher to that effect was duly signed and authenticated by the concerned workman. The Cash Book and Token Book was also authenticated by him. It is the allegation of the management that the said amount is still lying pending for clearance. The concerned workman on the contrary admitting the fact of taking advance of Rs. 5000 from Sundry Debtor account for purchasing Rickshaw for its distribution amongst the beneficiaries who was given loan on 14-4-83 could not purchase the same on the ground of arrival of Chief Minister and also owing to his ailment. He disclosed that after discharging his duties on 8-5-83 he wanted to adjust the amount of Rs. 5000 against him but he did not get scope of the same as he was relieved by the Personnel Manager. S. K. Sinha. This plea taken by the concerned workman is far from satisfactory. It is not at all believable that for arrival of Chief Minister he did not get scope either to purchase Rickshaw or to adjust the outstanding amount of Rs. 5000 against him though he very much attended his office on 1-5-83. The concerned workman was relieved on 9-5-83 from his office. He spent whole day in the office and had sufficient scope either to repay or to adjust the said amount before he was relieved from his charge. Therefore, the plea

taken by the concerned workman is not at all acceptable and I find sufficient reason to hold that observation made by the Enquiry Officer to find the concerned workman guilty to the charge stands on cogent footing. Therefore, after careful consideration of all the facts and circumstances discussed above I hold that the management have been able to substantiate charge No. 2, 6, 11(b), 11(e), 12, 15 and 16(k) out of charge No. 1 to 16(k) against the concerned workman. The representative of the concerned workman during hearing referring decisions reported in (1998)7 SCC Cases 84 submitted that the disciplinary authority did not give any opportunity to file representation to the concerned workman before differing with the finding of the Enquiry Officer and accordingly the finding of the disciplinary authority is visisted. I have already discussed above that after passing the order of dismissal by the Disciplinary authority differing with the finding of the Enquiry Officer against some charges viz. Charge No. 1, 2 and 4 the concerned workman preferred a Writ Petition before the Hon'ble High Court, Patna against illegal and arbitrary dismissal issued against him by the said disciplinary authority. The concerned workman in course of hearing before this Tribunal did not consider necessary to produce the certified copy of the Writ Petition for perusal of this Tribunal with a view to ascertain actually which point he raised in the dispute before the Hon'ble Court by way of filing the Writ Petition. However, it is clear that Hon'ble Court in disposing of the said Writ Petition directed the concerned workman to prefer an appeal before the Appellate Authority. The concerned workman thereafter preferred an appeal before the Board of Directors against the order of the disciplinary authority. It is clear that Appellate Authority before disposing of the appeal gave opportunity to the concerned workman to make his submission. Therefore, it is to be taken into consideration that though the concerned workman did not get scope to make his submission before holding adverse finding by the disciplinary authority got full scope to make his submission before the appellate authority. The appellate authority was the competent authority either to consider or to set aside the finding of the disciplinary authority as well as of the Enquiry Officer. It is seen that the appellate authority made his finding in disposal of the appeal after giving full opportunity to the concerned workman to make his submission. Therefore, there is no scope to say that the concerned workman did not get any scope to agitate the finding of the disciplinary authority in respect of the charges from which the Enquiry Officer in his finding exonerated him. I, therefore, hold that the plea taken by the concerned workman cannot be sustained.

Now the point for consideration is whether the concerned workman is entitled to get any relief under Section 11A of the I. D. Act.? Section 11A of the I. D. Act speaks as follows :—

"Where an industrial dispute relating to the discharge

or dismissal of a workman has been referred to a Labour Court, Tribunal or National Tribunal for adjudication and, in the course of the adjudication proceedings, the Labour Court, Tribunal or National Tribunal, as the case may be, is satisfied that the order of discharge or dismissal was not justified, it may, by its award set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions if any, as it thinks fit, or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require."

Therefore, according to this provision it is to be looked into whether the order of dismissal passed by the management was justified or not. It is seen that management brought as many as 16 charges against the concerned workman out of which in course of hearing they have able to substantiate some charges namely charge No. 2, 4, 6, 11(b), 11(e), 12, 16(k) have well been established. Charges brought against the concerned workmen and which are proved appears to be very serious in nature. It is to be borne into mind that reputation of a Bank depends on honesty, integrity faithfulness of its staff. Common people consider the bank as the most safest place where they can deposit their savings and also wherfrom they can take loans in case of need safely. The concept of the Banking business will be shaken if its root becomes weaken due to dishonest activity of the staff. Here in the instant case the concerned workman not only misappropriated the money of the customer which they safely deposited considering it as the most safe place but also stopped the business of the Bank continuously for some days for his whimsical acts and as such I consider that retention of such staff in the Bank is like that of maintaining an abcess in the human body. I do not find any cogent ground replying on which there is scope to say that order of dismissal passed by the disciplinary authority was improper, arbitrary and against the principles of natural justice and also was very much in excess to the offence committed by him. Accordingly I do not find any cogent reason at all to reconsider the case of the concerned workman in the matter of punishment awarded to him complying the provision as laid down under Section 11A of the I.D. Act., 1947. In the result, the following Award is rendered :—

"The action of management of Monghyr Kshetriya Gramin Bank, Monghyr in dismissing from services to Sri Jitendra Kumar Choudhary, Ex-clerk-cum-Cashier is justified. Consequently, the concerned workman is not entitled to get any relief."

B. BISWAS, Presiding Officer

नई दिल्ली, 15 जुलाई, 2004

का. आ. 1939.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार थार आंचलिक ग्रामीण बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में ऑद्योगिक अधिकरण जोधपुर के पंचाट (संदर्भ संख्या आई.डी. सं. 17/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-7-2004 को प्राप्त हुआ था।

[सं. एल-12012/355/2001-आई.आर. (बी-I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 15th July, 2004

S.O. 1939.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D.No. 17/2002) of the Industrial Tribunal-cum-Labour Court, Jodhpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Thar Anchalik Gramin Bank and their workman, which was received by the Central Government on 15-7-2004.

[No. L-12012/355/2001-IR(B.1)]

AJAY KUMAR, Desk Officer

अनुबन्ध

ऑद्योगिक विवाद अधिकरण एवं श्रम न्यायालय जोधपुर

पीठासीन अधिकारी :— श्रीमती निशा गुप्ता, आर.एच.जे.एस. औ. वि. (केन्द्रीय) सं. : 17/2002

श्री रघुवीर सिंह मण्डलावत द्वारा राजस्थान ग्रामीण बैंक ऑफिसर्स संगठन, जोधपुर द्वारा श्री ललित शर्मा, राजस्थान ग्रामीण बैंक ऑफिसर्स ऑर्गेनाइजेशन एस.बी.बी.जे. सुराणा मार्केट पाली

... प्रार्थी

बनाम

अध्यक्ष थार आंचलिक ग्रामीण बैंक प्रधान कार्यालय जोधपुर

... अप्रार्थी

उपस्थिति :—

- (1) प्रार्थी प्रतिनिधि श्री अनिल मेहता उप.
- (2) अप्रार्थी प्रतिनिधि श्री अशोक माथुर उप.

अधिनिर्णय

दिनांक 20-5-2004

श्रम मंत्रालय भारत सरकार नई दिल्ली ने अपनी अधिसूचना क्रमांक एल. 12012/355/2001 दिनांक 31-5-2002 से निम्न विवाद वास्ते अधिनिर्णय इस न्यायालय को प्रेषित किया है।

“क्या अध्यक्ष, थार आंचलिक ग्रामीण बैंक प्रधान कार्यालय, जोधपुर द्वारा श्री रघुवीर सिंह मण्डलावत द्वारा राजस्थान ग्रामीण बैंक ऑफिसर्स संगठन जोधपुर को दिनांक 7-7-2001 को पुनः सेवा में लेकर वेतन शृंखला के निम्नतल स्टेज पर रखना उचित एवं चैथ है ? यदि नहीं तो कर्मकार अपने नियोजक से क्या राहत पाने का अधिकारी है ?”

उक्त रेफरेन्स इस न्यायालय में प्राप्त होने पर रेफरेन्स दर्ज रजिस्टर किया जाकर पक्षकारों को जरिये नोटिस आहुत किया गया प्रार्थी ने अपना मांग-पत्र प्रस्तुत किया जिसका अप्रार्थी की ओर से जवाब पेश किया, प्रार्थी की ओर से शपथ-पत्र पेश किया। आज प्रार्थी की ओर से एक प्रार्थना-पत्र इस आशय का पेश किया गया कि अप्रार्थी द्वारा प्रार्थी को उसके विरुद्ध लगे आरोप से आदेश दिनांक 11-5-04 के द्वारा कोर्ट केस वापस लेने की शर्त पर बरी कर दिया है इस कारण प्रार्थी का मांग-पत्र में चाही गई राहत मिल गई है अतः इस प्रकरण को लोक अदालत की भावना से वह अब चलाना नहीं चाहता है। चूंकि प्रार्थी को मांग-पत्र में चाहा गया अनुतोष मिल गया है और प्रार्थी लोक अदालत की भावना से इस प्रकरण को आगे चलाने में अब कोई रुचि नहीं रखता है अतः इस प्रकरण में “कोई विवाद नहीं रह जाने का अधिनिर्णय (नो डिस्यूट एवार्ड) पारित किया जाता है।”

यह अधिनिर्णय आज दिनांक 20-5-2004 को खुले न्यायालय में हस्ताक्षर कर सुनाया गया।

निशा गुप्ता, न्यायाधीश

नई दिल्ली, 15 जुलाई, 2004

का. आ. 1940.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार थार आंचलिक ग्रामीण बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में ऑद्योगिक अधिकरण जोधपुर के पंचाट (संदर्भ संख्या आई.डी. सं. 15/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-7-2004 को प्राप्त हुआ था।

[सं. एल-12012/390/2001-आई.आर. (बी-I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 15th July, 2004

S.O. 1940.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 15/2002) of the Industrial Tribunal-cum-Labour Court, Jodhpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Thar Anchalik Gramin Bank and their workman, which was received by the Central Government on 15-7-2004.

[No. L-12012/390/2001-IR(B.1)]

AJAY KUMAR, Desk Officer

अनुबन्ध

औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय
जोधपुर

पीठासीन अधिकारी : श्रीमती निशा गुप्ता, आर.एच.जे.एस. औ. वि.
(केन्द्रीय) सं. : 15/2002

श्री रमेश कुमार मण्डलावत द्वारा राजस्थान ग्रामीण बैंक ऑफिसर्स संगठन,
जोधपुर द्वारा श्री ललित शर्मा, राजस्थान ग्रामीण बैंक ऑफिसर्स
ऑर्गेनाइजेशन प्रम.वी.वी.जे. सुराणा मार्केट पाली

... प्रार्थी

वनाम

अध्यक्ष थार आंचलिक ग्रामीण बैंक प्रधान कार्यालय जोधपुर

... अप्रार्थी

उपस्थिति :—

- (1) प्रार्थी प्रतिनिधि श्री अनिल मेहता उप.
- (2) अप्रार्थी प्रतिनिधि श्री अशोक माथुर उप.

अधिनिर्णय

दिनांक 20-5-2004

श्रम मंत्रालय भारत सरकार नई दिल्ली ने अपनी अधिसूचना
क्रमांक एल. 12012/390/2001 दिनांक 31-5-2002 से निम्न विवाद
वास्ते अधिनिर्णय इस न्यायालय को प्रेरित किया है।

“क्वा अध्यक्ष थार आंचलिक ग्रामीण बैंक प्रधान कार्यालय,
जोधपुर द्वारा सुलह कायंवाही के चलते श्रमिक श्री रमेश कुमार
मण्डलावत की सेवा शर्तों में परिवर्तन कर उठें बैंक
सेवा से पदच्युत किया जाना उचित एवं बैथ है। यदि नहीं
तो श्रमिक अपने नियोजक से किस प्रकार की राहत पाने
का अधिकारी है।

उक्त रेफरन्स इस न्यायालय में प्राप्त होने पर दर्ज रजिस्टर किया
जाकर पक्षकारों को जरिये नोटिस आहुत किया गया प्रार्थी ने अपना
मांग-पत्र प्रस्तुत किया जिसका विपक्षी की ओर से जवाब पेश किया
गया, प्रार्थी ने अपना शपथ-पत्र पेश किया तथा अप्रार्थी को ओर से भी
एक शपथ-पत्र पेश किया गया, विपक्षी द्वारा प्रार्थी से जिरह की गई।
आज प्रार्थी की ओर से एक प्रार्थना-पत्र इस आशय का पेश किया कि
अप्रार्थी बैंक द्वारा प्रार्थी को उसके विस्तृद्वारा लगे आरोप से आदेश दिनांक
11-5-2004 के द्वारा कोर्ट कैस वापस लेने की शर्त पर वरी कर दिया है
इस कारण प्रार्थी को मांग-पत्र में चाही राहत मिल गई है अतः इस
प्रकरण को लोक अदालत की भावना से वह अब चलाना नहीं चाहता
है। चूंकि प्रार्थी को मांग-पत्र में चाहा गया अनुतोष मिल गया है और
प्रार्थी, लोक अदालत की भावना से इस प्रकरण को आगे चलाने में अब
कोई रुचि नहीं रखता है। अतः इस प्रकरण में “कोई विवाद नहीं रह
जाने का अधिनिर्णय (नोडिस्प्युट एवार्ड) पारित किया जाता है।”

यह अधिनिर्णय आज दिनांक 20-5-2004 को खुले न्यायालय
में हस्ताक्षर कर सुनाया गया।

निशा गुप्ता, न्यायाधीश

नई दिल्ली, 15 जुलाई, 2004

का. आ. 1941.— औद्योगिक विवाद अधिनियम, 1947 (1947
का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द्वारा बैंक ऑफ
राजस्थान लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों
के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण
जोधपुर के पंचाट (संदर्भ संख्या आई.डी. सं. 6/98) को प्रकाशित
करती है, जो केन्द्रीय सरकार को 15-7-2004 को प्राप्त हुआ था।

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अजय कुमार, डैस्क अधिकारी

New Delhi, the 15th July, 2004

S.O. 1941.— In pursuance of Section 17 of the
Industrial Disputes Act, 1947 (14 of 1947), the Central
Government hereby publishes the award (I. D.
No. 6/98) of the Industrial Tribunal-cum-Labour Court.
Jodhpur now as shown in the Annexure in the Industrial
Dispute between the employers in relation to the
management of The Bank of Rajasthan Ltd. and their
workman, which was received by the Central Government
on 15-7-2004.

[No. L-12012/171/97-IR(B.1)]

AJAY KUMAR, Desk Officer

अनुबन्ध

औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय
जोधपुर

पीठासीन अधिकारी : श्रीमती निशा गुप्ता, आर.एच.जे.एस. औ. वि.
(केन्द्रीय) सं. : 6/98

अविनाश पारिख पुत्र श्री रमेशचन्द्र पारिख, 136 टैगोर नगर, विश्राम
भवन के पीछे, पाली मारवाड़

... प्रार्थी

वनाम

1. शाखा प्रबन्धक, दी बैंक ऑफ राजस्थान लिमिटेड जैन मार्केट,
पाली
2. उप महाप्रबन्धक, दी बैंक ऑफ राजस्थान लिमिटेड कार्मिक
प्रशासनिक विभाग, सी-3 सी स्कॉप केन्द्रीय कार्यालय सरदार पटेल,
मार्ग, चौमु हाऊस, जयपुर।

... अप्रार्थीगण

उपस्थिति :

- (1) प्रार्थी प्रतिनिधि श्री दिनेश शर्मा उप.
- (2) अप्रार्थी प्रतिनिधि श्री पी. के. भंसाली उप.

अधिनिर्णय

दिनांक 27-5-2004

त्रिम मंत्रालय भारत सरकार नई दिल्ली की ओर से अधिसूचना क्रमांक एल-12012/171/97 आई.आर. (वी. I) दिनांक 4-3-98 निम्न विवाद बास्ते अधिनिर्णय इस न्यायालय को प्रेपित किया गया है :—

"Whether the action of the Dy. General Manager, The Bank of Rajasthan Ltd., Jaipur in terminating the service of Shri Avinash Pareek w.e.f. 5-9-1995 is legal and justified? If not, to what relief the concerned workman is entitled to?"

प्रार्थी ने अपना मांग-पत्र प्रस्तुत करते हुए अभिकथित किया कि अप्रार्थी सं. 1 के यहां 12-12-1994 को प्रार्थी को मौखिक आदेश से चतुर्थ श्रेणी कर्मचारी के रूप में 30/- रुपये प्रतिदिन के वेतन पर नियोजन प्रदान किया गया, प्रार्थी अप्रार्थी बैंक की पाली स्थित शाखा में बतौर चतुर्थ श्रेणी कर्मचारी के रूप में सुबह 8.30 बजे पहुंचकर बैंक की साफ सफाई करना, पोस्ट ऑफ एवं आगाड़ियों से बैंक की डाक लाना, डाक ले जाना, बैंक दस्तावेज व लेजर बैंक में एक दूसरे कर्मचारी को आवश्यकतानुसार देना, किल्वरिंग छांटना, स्टेशनरी का सामान बाजार से लाना आदि अन्य सभी कार्य सांच 6 बजे तक करता था, प्रार्थी द्वारा 12-12-94 से 4-9-95 तक लगातार काम किया जाता रहा लेकिन प्रार्थी को प्रतिदिन 30/- रुपये की दर से निश्चित पारिश्रमिक का भुगतान सीधे नहीं कर कभी मांगी देवी, ओमप्रकाश जौहरी, ज्ञानचन्द शर्मा के नाम से 31-8-95 तक किया जाता रहा, उसके बाद की अवधि में चार दिन लिये गये कार्य का पारिश्रमिक का भुगतान आज दिन तक नहीं किया गया, भुगतान मांगने पर स्पष्ट रूप से मना कर दिया, दिनांक 4-9-95 की शाम को तत्कालीन सहायक प्रबन्धक श्री अमर सिंह द्वारा 5-9-95 से काम पर आने बाबत मौखिक रूप से मना कर दिया गया, प्रार्थी द्वारा बकाया मजदूरी के लिए अप्रार्थी सं. 2 को 28-9-95 को रजिस्टर्ड ए.डी. पत्र के माध्यम से सूचित किया लेकिन इसके बावजूद भी प्रार्थी को कोई प्रतितंत्र नहीं दिया गया जिस पर प्रार्थी द्वारा अवैध सेवा समाप्ति के संबंध में एवं मजदूरी नहीं चुकाने बाबत एक औद्योगिक विवाद सहायक श्रम आयुक्त (केन्द्रीय) अजमेर के समक्ष प्रस्तुत किया जिसके जवाब में अप्रार्थीगण द्वारा प्रार्थी का नियोजन स्वीकार किया गया लेकिन सेवा में पुनः बहाल करने की सलाह अमल में नहीं लाई गई जिस पर यह औद्योगिक विवाद इस न्यायालय को प्रेपित किया गया। प्रार्थी का कथन है कि उसने सेवा पृथकता के पूर्व के बारह महीनों में लगातार 240 दिन से अधिक अवधि तक अप्रार्थी सं. 1 के यहां कार्य किया लेकिन अप्रार्थी ने प्रार्थी के नियोजन कार्य का भुगतान का पैसे दूसरों के नाम से उठवाकर प्रार्थी को दिया और प्रार्थी के विरुद्ध अनुचित श्रम अभ्यास किया गया, अप्रार्थी के तत्कालीन सहायक शाखा प्रबन्धक द्वारा प्रार्थी

को 4-9-95 के बाद से काम पर आने से बिना एक माह का नोटिस वेतन दिये सेवापृथक कर दिया जो औद्योगिक विवाद अधिनियम के प्रावधानों के प्रतीकूल है, प्रार्थी बेरोजगार है। अन्त में निवेदन किया कि प्रार्थी को सेवा की निरन्तरता में सेवेन सहित पुनः बहाल किये जाने का अधिनिर्णय पारित किया जावे।

अप्रार्थीगण की ओर से जवाब में कहा गया कि अप्रार्थी सं. 1 के शाखा प्रबन्धक द्वारा प्रार्थी को कभी भी चतुर्थ श्रेणी कर्मचारी के रूप में नियोजन प्रदान नहीं किया गया प्रार्थी बेरोजगार था तथा आकस्मिक कार्य करना चाहता था इस कारण उसने बैंक के तत्कालीन शाखा प्रबन्ध से यह आग्रह किया था कि उसे बैंक के कार्य दिवस में पाली शाखा परिसर की सफाई करने हेतु आकस्मिक कामगार के रूप में दैनिक मजदूरी पर कुछ समय के लिये कार्य हेतु रखा जाए जिस पर तत्कालीन शाखा प्रबन्धक ने प्रार्थी को आकस्मिक मजदूर के रूप में रखा प्रार्थी जिस कार्य दिवस पर कार्य करता उसकी मजदूरी का भुगतान उसे कर दिया जाता था, प्रार्थी को कभी भी 30/- रुपये प्रतिदिन के वेतन पर नियोजन प्रदान नहीं किया गया, प्रार्थी से बैंक परिसर की सफाई का कार्य मात्र एक घण्टे लिया जाता था तथा इसी अनुसार मजदूरी का भुगतान कर दिया जाता था, प्रार्थी का सुबह 8.30 बजे से सांच 6 बजे तक कार्य करने का कथन गलत है, दो बैंक ऑफ राजस्थान की पाली शाखा में तीन चतुर्थ श्रेणी कर्मचारी कार्यरत थे तथा बैंक की शाखा के कार्य समय में सभी कार्य इन चतुर्थ श्रेणी कर्मचारियों द्वारा ही किया जाता रहा है, प्रार्थी अप्रार्थी बैंक में 12-12-94 से 4-9-95 तक लगातार नियोजित नहीं रहा न ही उसे चतुर्थ श्रेणी कर्मचारी के रूप में कभी नियोजित किया, प्रार्थी को मजदूरी का भुगतान सीधे प्रार्थी को ही किया गया, मांगी देवी नाम की महिला पीने का पानी भरने का आकस्मिक मजदूर के रूप में बैंक में काम करती थी जिसे उसकी मजदूरी का भुगतान किया जाता था, इसी प्रकार बैंक में कार्यरत चतुर्थ श्रेणी कर्मचारी ओमप्रकाश जौहरी व ज्ञानचन्द द्वारा किसी आकस्मिक मजदूर को बुलाकर बैंक की परिसर की पूर्ण सफाई व रिकार्ड रूम में सफाई का कार्य करवाया जाता था तब उस आकस्मिक मजदूरी का भुगतान चतुर्थ श्रेणी कर्मचारियों ओमप्रकाश व ज्ञानचन्द को किया जाता था क्योंकि आकस्मिक मजदूर को आकस्मिक मजदूरी का भुगतान उनके द्वारा किया जाता था, प्रार्थी ने 1-9-95 से 4-9-95 की अवधि में कभी भी चतुर्थ श्रेणी कर्मचारी के रूप में अथवा आकस्मिक मजदूर के रूप में कार्य नहीं किया अतः प्रार्थी उक्त अवधि का भुगतान प्राप्त करने का अधिकारी नहीं है। प्रार्थी का यह कथन भी गलत है कि बैंक के सहायक प्रबन्धक ने 4-9-95 की शाम को प्रार्थी को 5-9-95 से काम पर आने से मना किया हो, अप्रार्थी बैंक में प्रार्थी की कोई आकस्मिक मजदूरी की राशि बकाया नहीं है, प्रार्थी जब अप्रार्थीगण की सेवा में नहीं था तब प्रार्थी की सेवा समाप्त करने अथवा उसकी मजदूरी नहीं चुकाने का प्रश्न ही नहीं था और इस कारण प्रार्थी को एक माह का नोटिस दिया जाना किसी भी विधि द्वारा अवश्यक नहीं था। विशेष आपत्तियों में कहा गया है कि प्रार्थी ने इस कारण में दो बैंक ऑफ राजस्थान लिमिटेड को पक्षकार नहीं बनाया है इस कारण विवाद, चलने योग्य नहीं है। शाखा प्रबन्धक व उप महाप्रबन्धक प्रार्थी के किसी भी दिन नियोजक नहीं रहे अतः प्रार्थी को इनके विरुद्ध विवाद, उठाने का अधिकार प्राप्त नहीं है, प्रार्थी ने बैंक के

निर्देश पर किसी भी दुकानदार के यहां से कोई स्टेशनरी बैंक के लिए प्राप्त नहीं की, प्रार्थी वर्कमैन की परिभाषा में नहीं आता। अन्त में निवेदन किया कि प्रार्थी अप्रार्थीगण से कोई अनुतोष प्राप्त करने का अधिकारी नहीं है। प्रार्थी का मांग-पत्र सब्द्य खारिज किया जावे।

मांग-पत्र के समर्थन में प्रार्थी ने स्वयं का व अपने पक्ष में नारायण लाल का शपथ-पत्र प्रस्तुत किया जिन पर अप्रार्थी प्रतिनिधि द्वारा जिरह की गई तथा अप्रार्थी की ओर से अयोध्या प्रसाद महेश्वरी, अमरसिंह, अजय बहल, देवेन्द्र नाहर के शपथ-पत्र प्रस्तुत किये जिन पर प्रार्थी प्रतिनिधि द्वारा जिरह की गई। दोनों पक्षों की ओर से विभिन्न दस्तावेजात की फोटो स्टेट प्रतियां पेश की गई।

प्रार्थी व अप्रार्थी प्रतिनिधि की बहस सुनी, पत्रावली का अवलोकन किया।

प्रार्थी द्वारा यह कहा गया है कि उससे शाखा प्रबन्धक ने मौखिक आदेश से 12-12-94 में काम लेना प्रारम्भ कर दिया, उसने 4-9-95 तक लगातार काम किया, 4-9-95 को उसे विना किसी सूचना के हटा दिया।

विपक्षी द्वारा यह कहा गया है कि उन्होंने प्रार्थी को कभी भी नियोजन प्रदान नहीं किया, आकस्मिक मजदूर के रूप में कभी सफाई आदि का काम कराया गया है तो उसका भुगतान किया है, प्रार्थी चतुर्थ श्रेणी कर्मचारी के रूप में कार्यरत नहीं रहा है, बैंक के चतुर्थ श्रेणी कर्मचारी औमप्रकाश और ज्ञानचन्द्र आदि ने सफाई व रिकार्ड के लिए प्रार्थी से काम कराया था तो उसका भुगतान किया गया है।

स्वयं प्रार्थी का अपनी प्रतिपरीक्षा में यह कथन है कि उसे ए.पी. महेश्वरी ने मौखिक आदेश से लगाया था, प्रतिपरीक्षा में भी उसका यह कथन है कि उसने लगातार काम किया परन्तु उसने अपनी प्रतिपरीक्षा में यह स्वीकार किया है कि उसे बैंक से भुगतान नहीं मिलता था। औमप्रकाश व ज्ञानचन्द्र मांगादेवी के नाम से पे-अॉर्डर काटकर उसे पैसा दिया जाता था। प्रार्थी को ओर मेरी नारायणलाल साक्षी पेश हुआ है जिसका बैंक में बचत खाता है और उसका यह कथन है कि उसने प्रार्थी को काम करते हुए देखा है। प्रार्थी द्वारा बैंक में काम किया गया ऐसी स्थिति में इस साक्षी ने प्रार्थी को बैंक में देखा है तो इससे स्थिति में कोई अन्तर नहीं पड़ता और इम मालिकी की स्थिति पूरी तरह बनावटी है क्योंकि 29-2-94 से 19-10-95 के बीच यह बैंक में गया या नहीं उसे ध्यान नहीं। नारायणलाल में मन्त्रधित पास-युक पेश हुई है जिससे यह स्पष्ट है कि विवादित अवधि में यह साक्षी कभी बैंक में गया ही नहीं। इस प्रकार नारायणलाल प्रार्थी को कोई लाभ नहीं पहुंचाता।

विपक्षी की ओर से स्वयं अयोध्याप्रसाद महेश्वरी पेश हुए हैं जिनका यह कथन है कि उन्होंने प्रार्थी को कभी भी नियोजन नहीं दिया जरूरत होने पर आध-एक घन्टे सफाई करा लेते थे, 12-12-94 के सम्बन्ध में उनका यह कथन है कि वे उस दिन अवकाश पर थे और जयपुर गये हुए थे। इस प्रकार प्रार्थी का यह कहना कि 12-12-94 को उसे अयोध्याप्रसाद महेश्वरी ने नियोजन दिया हो, पूरी तरह त्रुटीपूर्ण प्रतीत होता है। इस संबंध में बैंक का हाजरी रजिस्टर पेश हुआ है जिससे यह स्पष्ट है कि श्री महेश्वरी 10, 11 व 12 तीनों दिन बैंक में नहीं थे,

11 तारीख को रविवार था। इस संबंध में प्रार्थी का बाद में यह कथन रहा है कि उन्हें श्री महेश्वरी ने पहले से ही 12-12-94 से आने का कह दिया था परन्तु ऐसी कोई स्थिति मांग-पत्र या शपथ-पत्र में उल्लेखित नहीं की है।

इस प्रकार बैंक की ओर से श्री अमरसिंह, श्री अजय बहल और श्री देवेन्द्र नाहर पेश हुए हैं जिनके द्वारा जावाब की पुष्टि की गई है। इसी क्रम में श्री दौलतराम सुखारीया वर्तमान शाखा प्रबन्धक पेश हुए हैं जिनके द्वारा रिकार्ड न्यायालय में पेश किया गया है और उनका यह कथन है कि प्रार्थी ने केवल 151 दिन काम किया तथा औमप्रकाश ज्ञानचन्द्र आदि से सफाई की मजदूरी के लिए किये गये भुगतान के बाउचर और प्रार्थना-पत्र पेश हुए हैं। प्रार्थी का यह कथन है कि यह रिकार्ड देरी से पेश किया है और यह कहां से प्राप्त हुआ इसका कोई पत्राचार पेश नहीं हुआ है। परन्तु इस स्थिति का कोई महत्व नहीं है क्योंकि दस्तावेज प्रकरण में सुसंगत है और यह फर्जी हों ऐसी कोई स्थिति नहीं है। प्रार्थी का यह भी कथन है कि साक्षी ने यह स्वीकार किया है कि कोई रिकार्ड नष्ट कर दिया गया हो तो उसे पता नहीं परन्तु यह प्रश्न आधारहीन है क्योंकि प्रार्थी की ओर से ऐसी कोई स्थिति प्रस्तुत नहीं की गई है कि जो बाउचर और प्रार्थना-पत्र पेश हुए हैं उसके अलावा कौन-सा प्रार्थना-पत्र व बाउचर था और पेश नहीं हुआ। इस प्रकार केवल मात्र यह कह देना कि अन्य कोई रिकार्ड हो सकता है और वह पेश नहीं हुआ, पूरी तरह आधारहीन है।

प्रार्थी की ओर से स्टेशनरी की दुकानों से सामान लाने के बिल पेश हुए हैं जिसमें सामान की प्राप्ति प्रार्थी द्वारा की गई है, यदि स्टेशनरी का कुछ सामान कभी प्रार्थी द्वारा ले आया गया है तो इससे यह नहीं माना जा सकता कि प्रार्थी विपक्षी के नियोजन में था। इसी प्रकार प्रार्थी की ओर से रजिस्ट्रीयां कराई गई हैं और कुछ डाक भी पुस्तिका द्वारा बांटी गई है। बैंकसे चैक द्वारा प्रार्थी को भुगतान हुआ है जिसके सम्बन्ध में श्री सुखारीया का यह कथन है कि स्टेशनरी मॉगवाने के पेटे यह भुगतान प्रार्थी को हुआ था इस प्रकार इन दस्तावेजात से यह स्थिति किसी भी प्रकार साबित नहीं है कि प्रार्थी विपक्षी के नियोजन में था। विपक्षी के साक्षी का यह स्पष्ट कथन है कि रजिस्टर ऑफ एम्प्लोयमेन्ट में प्रार्थी का नाम नहीं था और यदि प्रार्थी बैंक के नियोजन में होता तो उसका नाम रजिस्टर में होता, रजिस्टर की प्रति पेश हुई है जिससे यह स्पष्ट है कि रजिस्टर में प्रार्थी का नाम नहीं है।

इस प्रकार सम्पूर्ण साक्ष्य से यह स्थिति स्पष्ट है कि प्रार्थी द्वारा विपक्षी के अधीन निश्चित कार्य निश्चित पारिश्रमिक पर आवश्यकता होने पर किया गया है परन्तु यह 12-12-94 से 4-9-95 तक विपक्षी के नियोजन में रहा हो ऐसी कोई स्थिति साबित नहीं है। साथ ही विपक्षी द्वारा उसे 5-9-95 को सेवापृथक कर दिया गया हो ऐसी भी कोई स्थिति साबित नहीं है।

प्रार्थी की ओर से 21 मार्च 2003 का विपक्षी का सर्कुलर पेश हुआ है जिसमें कहा गया है कि अस्थाइ और दैनिक कर्मचारियों को नियुक्त नहीं किया जाए क्योंकि बाद में इनके नियमतिकरण की परेशानी आती है। उक्त सर्कुलर प्रार्थी को कोई लाभ नहीं पहुंचाता क्योंकि यह

मार्च 2003 में जारी हुआ है और तब प्रार्थी विपक्षी के यहाँ कार्यरत नहीं था। न ही प्रार्थी विपक्षी द्वारा नियोजित है।

प्रार्थी की ओर से ए.आई.आर. 1968 सुप्रीम कोर्ट पेज 1413 गोपालकृष्णजी केटकर बनाम भोम्मद हाजी लतीफ का विनिश्चय पेश किया जिसमें कहा गया है कि जिस पक्षकार के पास उत्तम साक्ष्य है वह उसे पेश करनी चाहिये और पेश नहीं करने पर विपरीत धारणा होगी, इसमें प्रतिपादित सिद्धांत पर कोई विवाद नहीं है। प्रस्तुत प्रकरण में बैंक की ओर से सम्पूर्ण रिकॉर्ड पेश हुआ है जिससे यह स्पष्ट होता है कि प्रार्थी द्वारा बैंक में कभी-कभार निश्चित कार्य किया गया है।

प्रार्थी की ओर से एस.सी.सी. 1985(4) पेज 201 एच.डी. सिंह बनाम रिजर्व बैंक ऑफ इण्डिया का विनिश्चय पेश किया जिसमें रोल से नाम हटाने को छंटनी माना गया है, इसमें प्रतिपादित सिद्धांत पर कोई विवाद नहीं है परन्तु प्रार्थी का नाम कभी बैंक के रोल पर रहा हो ऐसी स्थिति नहीं है बल्कि नियोजन रजिस्टर से यह स्पष्ट है कि प्रार्थी बैंक के रोल पर कभी भी नहीं था।

प्रार्थी की ओर से ही एल.एल.आर. 2003 पेज 189 जोनल मैनेजर सेन्ट्रल बैंक ऑफ इण्डिया बनाम भारत संघ का विनिश्चय पेश किया जिसमें श्रमिक द्वारा 240 दिन काम किया गया और उसे नियमतिकरण से बंचित करने के लिए भिन्न-भिन्न मर्दों में भुगतान होता था, यहाँ ऐसा कोई तथ्य नहीं है। प्रार्थी ने 240 दिन काम नहीं किया है और न ही लगातार काम किया है अतः उक्त विनिश्चय प्रार्थी को कोई लाभ नहीं पहुँचाता। इसी क्रम में एल.एल.आर. 2003 पेज 663 म्युनिसिपल बोर्ड प्रतापगढ़ बनाम श्रम न्यायालय भीलवाड़ का विनिश्चय पेश किया जिसमें धारा 25-एफ की पालना से संबंधित सिद्धांत प्रतिपादित किये गये हैं जिसमें कोई विवाद नहीं है।

प्रार्थी की ओर से एल.एल.जे. II 1985 पेज 539 दी वर्कमैन ऑफ अमेरिकन एक्सप्रेस इन्टरनेशनल बैंकिंग कॉर्पोरेशन बनाम प्रशासन का विनिश्चय पेश किया जिसमें लगातार सेवा की गणना में रविवार और छुटियाँ शामिल होगी इससे संबंधित सिद्धांत प्रतिपादित किया गया है परन्तु प्रार्थी द्वारा लगातार सेवा नहीं की गई है और जो वाडचर आदि पेश हुए हैं उससे यह स्पष्ट है कि प्रार्थी ने कमी 8 दिन कभी 4 दिन और कभी 10 दिन अलग-अलग समय में सफाई का काम बैंक में किया है। इस प्रकार उक्त विनिश्चय प्रार्थी को कोई लाभ नहीं पहुँचाता।

प्रार्थी की ओर से एल.एल.आर. 2002 पेज 382 सवाईमाधौपुर एवं टोंक जिला दुग्ध उत्पादक सहकारी संघ लि० बनाम ओमप्रकाश शर्मा का विनिश्चय पेश किया जो धारा 25-एफ से संबंधित है। इसी क्रम में एल.एल.आर. 2001 पेज 460 कोल इण्डिया लि० बनाम श्रम न्यायालय का विनिश्चय पेश हुआ जिसमें अंशकालिक श्रमिक को भी श्रमिक की परिभाषा में माना गया है जिसमें कोई विवाद नहीं है। परन्तु प्रस्तुत प्रकरण में प्रार्थी को अंशकालिक श्रमिक के रूप में नियोजित किया गया हो ऐसी स्थिति भी साबित नहीं है।

एल.एल.आर. 2001 पेज 792 एम्प्लोयर मैनेजमेन्ट कलकत्ता टेलीफोन बनाम केन्द्रीय औद्योगिक अधिकरण कलकत्ता, एल.एल.आर.

2001 पेज 922 कलकत्ता टेलीफोन बनाम रिन्तु बागची, एल.आर.आर. 2001 पेज 1034 रामचन्द्र बनाम भारत संघ के विनिश्चय धारा 25-एफ से संबंधित सिद्धांत प्रतिपादित करते हैं जिसमें कोई विवाद नहीं है।

विपक्षी की यह भी आपत्ति है कि अधिसूचना में प्रार्थी को डिस्ट्री जनरल मैनेजर द्वारा सेवापृथक करने का कथन किया गया है जब कि यह स्थिति प्रार्थी की ओर से साबित नहीं है। प्रार्थी द्वारा यह कहा गया है कि उसे सहायक प्रबन्धक अमरसिंह द्वारा काम पर लेने से मना कर दिया। ऐसी स्थिति में अधिसूचना में वर्णित अधिकारी द्वारा सेवापृथक किया गया हो वह स्थिति साबित नहीं है। परन्तु सेवापृथक किस अधिकारी ने किया इसका कोई विशेष महत्व नहीं है जब कि यह स्थिति ही साबित नहीं है कि प्रार्थी कभी विपक्षी के नियोजन में रहा और न ही यह स्थिति साबित है कि प्रार्थी को कभी विपक्षी द्वारा सेवापृथक किया गया।

प्रार्थी की यह आपत्ति है कि विपक्षी द्वारा समय-समय पर भिन्न-भिन्न कथन किये हैं। यह सही है कि नोटिस के सम्बन्ध में प्रार्थी की ओर से एक बार इनसे इन्कार किया गया है और दुबारा यह कथन किया गया है कि नोटिस गलत तथ्यों पर आधारित है परन्तु नोटिस का जब अब विवाद अधिसूचना द्वारा प्राप्त हो चुका है तो कोई महत्व नहीं रहता और इसके अतिरिक्त मुख्य तथ्य के सम्बन्ध में विपक्षी द्वारा यह स्पष्ट कथन किया गया है कि प्रार्थी ने उनके यहाँ चतुर्थ ब्रेणी कर्मचारी के रूप में कभी भी काम नहीं किया और उन्होंने प्रार्थी को कभी भी नियोजन में नहीं रखा, कभी सफाई व स्टेशनरी का काम होने पर उससे काम कराया गया है और काम के अनुरूप उसे भुगतान किया गया है।

इस प्रकार साक्ष्य से यह स्थिति साबित नहीं है कि प्रार्थी ने 12-12-94 से 4-9-95 तक विपक्षी के नियोजन में काम किया या उसे 5-9-95 को विपक्षी द्वारा सेवापृथक किया गया। अतः प्रार्थी कोई अनुतोष पाने का अधिकारी नहीं है।

अधिनिर्णय

अतः यह अधिनिर्णय किया जाता है कि प्रार्थी अविनाश पारिख ने 12-12-94 से 4-9-95 तक विपक्षी दी बैंक ऑफ राजस्थान लि० के नियोजन में काम किया हो यह स्थिति साबित नहीं है तथा विपक्षी ने उसे 5-9-95 को सेवापृथक किया गया हो यह स्थिति भी साबित नहीं है। ऐसी स्थिति में प्रार्थी विपक्षी डिस्ट्री जनरल मैनेजर दी बैंक ऑफ राजस्थान लि० जयपुर से कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

यह अधिनिर्णय आज दिनांक 27-5-2004 को खुले न्यायालय में हस्ताक्षर कर सुनाया गया।

निशा गुप्ता, न्यायाधीश

नई दिल्ली, 15 जुलाई, 2004

का. आ. 1942.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दी कोसमोस को बैंक लि० के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण सं-I, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-25आफ 2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-7-2004 को प्राप्त हुआ था।

[सं. एल-12012/376/2001-आई.आर. (बी-I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 15th July, 2004

S.O. 1942.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (CGIT-25 of 2001) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Mumbai, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The Cosmos Co-op. Bank Ltd. and their workman, which was received by the Central Government on 15-7-2004.

[No. L-12012/376/2001-IR(B.I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAL

PRESENT:

SHRI JUSTICE S. C. PANDEY, Presiding Officer

REFERENCE NO. CGIT-25 OF 2001

Parties :— Employers in relation to the management of The Managing Director, The Cosmos Co-op. Bank Ltd., Cosmos Heights

And

Their Workman, Shri Shailesh Mahadeo Joshi

APPEARANCE :—

For the Management : Ms. Meena Doshi, Advocate

For the Workman : Shri Jaiprakash Sawant, Advocate

State : Maharashtra

Mumbai. Dated this the 6th day of July, 2004

AWARD

1. This is a reference made by the Central Government in exercise of its power under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act 1947 (the Act for short). The terms of the dispute are as follows :—

“Whether Shri Shailesh Mahadeo Joshi, Passing Officer in the COSMOS Co-op. Bank Ltd., Mumbai is a Workman as defined under Section 2(s) of the I.D. Act, 1947 or not? If yes, Whether the action of the Bank in terminating the services of the

applicant w.e.f. 13-10-1998 to accept his resignation dated 13-10-1998, while the same was withdrawn by him on the same day, is justified? If not, what relief he is entitled ?”

2. Shailesh Mahadeo Joshi (the Workman) stated that he was appointed as a temporary clerk on 16-3-1989 with the Cosmos Co-operative Bank Ltd., Pune (the Bank for short). He was promoted to the post of Cashier and thereafter to that of Passing Officer w.e.f. 24-3-1993. He claimed that he was covered by definition of Workman within the meaning of Section 2(s) of the Act. He claimed that he was forced by the officers of the Bank give resignation letter dated 13-10-1998. It was not voluntary. He was refused employment from the same day. His claim was that after he came out from the bank he sent a letter of withdrawal on the same day. It was thus stated that he had withdrawn the resignation before it was sanctioned. It was the case of the Workman that his resignation was not duly sanctioned and accepted by the Competent Authority. It was further pleaded that the resignation was conditional and the Bank had not complied with the conditions. Since the Workman had not given voluntary resignation and that it was withdrawn before acceptance, refusal to allot work to him amounted to retrenchment under the Act. The Workman stated that the Bank could not retrench him from its services without following the conditions precedent to the termination of his services by way of retrenchment. The Workman prayed for relief of reinstatement with full back wages from 13-8-1998.

3. In the Written Statement filed on behalf of the Bank it has been asserted that Passing Officer is not covered by Section 2(s) of the Act as he was working in Supervisory capacity and his salary exceeded more than 1600/- per month i.e. Rs. 8500/-. It was claimed that the dispute was barred by limitation, delay and laches. No dispute was raised by the Workman on alleged withdrawal. He raised the dispute before Regional Labour Commissioner on 24-4-2000. The withdrawal of resignation must be proved to have been received by the Bank. It was further pleaded that the Bank has not received the letter of withdrawal dated 13-10-1998. The Workman must prove it that it was received on 13-10-1998 prior to acceptance of resignation.

4. The Workman filed Rejoinder to the Written Statement without adding anything substantial to his statement of claim. He, however, denied what was stated in the Written Statement of the Bank.

5. As per order sheet dated 4-6-2002, issues were framed. Since the issues were mixed question of law and fact none of them was treated as a preliminary issue. The following are the issues framed by this Tribunal :—

“1. Whether Shri S. M. Joshi was serving as Workman within the meaning of Section 2(s) of the Industrial Disputes Act, 1947 at the

- time he allegedly submitted his resignation on being forced by his superiors serving with the Cosmos Co-operative Bank Ltd.?
2. Whether the letter of resignation dated 13-10-1998 was in fact obtained by force and coercion?
 3. Whether the aforesaid letter was withdrawn on the same day before it was sanctioned?
 4. Whether the effect of not permitting Shri Joshi to perform his duties amounts to retrenchment?
 5. What relief, if any, could be granted to the Workman?

No issue could be said to be preliminary as they involve mixed questions of law and fact. This Tribunal therefore, orders that all issues shall be tried together."

6. The workman filed his affidavit by way of examination-in-chief. He was cross-examination on behalf of the Bank by its counsel. The Workman closed his case. He filed documents. The Bank filed affidavit/examined one witness A.D. Kamalapurkar by filing the affidavit in examination-in-chief. He was cross-examined. The Bank also examined Subhash. He too was cross-examined. Besides the Bank filed certain documents. Thereafter it closed the case.

7. The first issue is regarding the fact if the Workman was covered by Section 2(s) of the Act. Section 2(s) of the Act reads as under :—

"[(s) "Workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or Supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purpose of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person —

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of a person; or

- (iii) who is employed mainly in a managerial or administrative capacity; or
- (iv) who, being employed in a Supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him functions mainly of a managerial nature.]"

It would be clear from the definition that it includes within its ken several kinds of persons employed in the industry for hire or reward. The nature of their employment in the industry has been mentioned in the main part of definition. One of the employments mentioned in the definition is work of 'Supervisory' nature. Although the word clerical precedes the word 'Supervisory', it is separated by "or". Therefore the employment of Supervisory nature of work is covered by the main part of the definition of the Workman. One could safely conclude by reading main part of definition alone that a person employed in any industry to do the Supervisory work in accordance with the express or implied terms of contract would be a Workman. However as it often happens in legislation, that what is given by right hand, is taken away partly by left. Sometimes the legislation adopts the mode of taking away by introducing a proviso or in case of definition by expressing excluding what shall not be covered by the definition so given. In the definition there are four exclusions to the main definition. But since we are confining ourselves to the word 'Supervisory', we shall refer to clause (iv), which has expressly excluded something from it. It may be noted this exclusionary clause has two distinct features.

- (a) who being employed in Supervisory capacity draws wages exceeding sixteen hundred rupees per mensem.
- or
- (b) Exercises either by the nature of duties attached to his office or by reason of powers vested in him, functions mainly of managerial nature.

8. It was pleaded by the Workman in paragraph 2 as:

"The Workman submits that he was appointed by the Management of the Cosmos Co-op. Bank Ltd. in the capacity of temporary Clerk w.e.f. 16-3-1989. The Workman was further posted to work as a Cashier in the year 1992 and was paid special allowance. The Workman was further promoted to the post of Passing Officer w.e.f. 24-2-1993. The Workman submits that he is a 'Workman' as defined under Section 2(s) of

the Industrial Disputes Act, 1947. The Workman was not empowered to sanction leave to any other Workman. He was not empowered to take disciplinary action against any other Workman. The Workman was not involved in any policy decision of the Management."

9. It has been pleaded by the Bank as follows in reply in its Written Statement.

"The employer states that the concerned Workman at the time of submitting his resignation was working as a Passing Officer and was required to perform duties which were essentially Supervisory/Administrative and/or managerial in nature and drawing a salary of Rs. 8,500/- As such, he concerned Workman does not fall within the ambit of the definition of the term 'Workman' as defined under the Act and as such the present Reference is misconceived and untenable."

10. It is not necessary to refer to the statement made in Rejoinder.

11. In the opinion of this Tribunal the exclusively clause of the definition is in two parts (a) and (b) as indicated above. A person who is performing "Supervisory" or mainly managerial functions and his pay exceeded Rs. 1600 then he would not be Workman. Therefore it is necessary to examine if the Workman was performing by way of express or implied conditions any "Supervisory work". Hither too for the sake of simplicity the other words used in the definition were excluded but it would be interpretational sin to exclude these words from the definition. It is well established that a Court cannot isolate some words while interpreting, howsoever convenient it may be. In the main part of the definition the words describing the Workman are, "any person" (including an apprentice) employed to do any—

- (i) manual
 - (ii) unskilled
 - (iii) skilled
 - (iv) technical
 - (v) operational
 - (vi) clerical
- or
- (vii) Supervisory

If we go by core meaning of these works then a person performing manual work will be a person whose employment emphatically requires physical work. The

employment or the job must be such where a person really earns his living by the 'sweat of his brow'. A similar approach may be adopted in interpreting other words. However we are concerned herewith Supervisory work and clerical work because the Workman was Passing Officer in the Bank. It was claimed by the Workman that he did not perform any Supervisory function. Therefore it is necessary understand, the word 'Supervisory' and its derivatives. The ordinary meaning of supervision is to oversee. Now it is well established that under Section 2(s) of the Act the word 'Supervisory' is used in narrower sense. The Supervisory work relates to supervision over men and not machines etc. When one says that a person is working in Supervisory capacity, it would be necessary to point out at least some persons are working under him. When we say that A Supervises the work of B then it is necessary to show that it was one of principal duties of A to oversee the work of B and he was responsible to the employer for the work done by B. B must serve under the authority of A. In this case the Workman has denied that he was performing any Supervisory function. The Workman started as a Clerk. He was promoted as a Passing Officer. It appears from the oral as well as documentary evidence on record that the main function of the 'Passing Officer' in the bank was to accept the forms of opening fixed deposits, sanctioning Savings Accounts, the acceptance of loans etc. The Workman has placed on record Ex. W1. It is the resolution dated 7-9-1996. Admittedly the powers given by Ex-W1 do not deal with supervision of any person. The Bank had established in cross-examination that initially the Workman thought that he was not covered by the Act but subsequently changed his mind. The Workman admitted that he occupied superior position than that of Clerks and Peons in rank and had some control over them. The evidence of Management witness A.D. Kanlapurkar is that condition No. 15 at Ex-W2 relates to Workman. He had right to sanction leave or refuse leave. However Ex-W2 relates to duties of Supervisor. It appears that Supervisor does not hold the same post as the Passing Officer. The Bank sought to sustain its plea by examining Subhash. However his evidence that the powers of Passing Officer and Supervisor are same was not supported by any authentic document. The fact that other Passing Officer had granted leave would not show that they were empowered to do so in the capacity of Supervisor. In this matter a finding cannot be recorded, on what was done only on the basis of conferment of power. It is true that Workman had written confidential report of Peon as per (Ex. M-1 page 13). The confidential remarks have made by the Workman as a Passing Officer had to make remark on performance of the Peon working with him. It was submitted to the Branch Manager who was the disciplinary authority of the Peon. The workman was not required to supervise anybody's work. The report of the Passing Officer was not final because the Branch Manager was the ultimate authority. The report of the Workman was in the

nature of information supplied to the Competent Authority. No question was put to the Workman if he had any power or authority to grant leave. Despite the above fact the witness Bank's witness tried to establish that the Passing Officer exercised the same function as a Supervisor did. The document Ex. W2 refers to duties of the Supervisor. He did the work of clerical nature on examine the request for opening a fixed accounts, saving accounts or for grant of loan etc. In this connection, it would be sufficient to point out cases :—

- (i) Ananda Bazar Patrika Pvt. Ltd. Vs. its workman 1969 II LLJ 670.
- (ii) State Bank of Hyderabad Vs. V.A. Bhide 1969 II LLJ 713.

It was sought to be argued that the Passing Officer was delegated the functions of a Chief Executive Officer as per item No. i to xx of clause 40 of Bye Laws. The attention of this Tribunal was drawn to power of delegation. Firstly there is no order to showing that any of powers of the Chief Executive Officer was delegated to the Passing Officer. There is no evidence that the Board of Directors had approved such delegation to the Passing Officer. Thus it is not proved that Workman exercised any power of Chief Executive Officer. It is also clear that the Workman was not performing any managerial duties. The Workman has denied that he was performing any managerial duty. The cross-examination of the Workman and the evidence led by Bank does not establish otherwise. The result above discussion is that the Workman is not covered by Section 2(s) of the Act.

12. This takes us to the rest of the issues, which are taken up together with a view to avoid repetition. The Workman submitted his resignation dated 13-10-1998, which is part Ex-M1 at page 50. The Workman was almost immediately relieved by Exhibit W1. The resignation was submitted by the Workman at Dadar. The letter was addressed to Managing Director, Cosmos Co-operative Bank, Pune. It was obviously submitted at Dadar Bank branch of the Bank at Mumbai where the Workman was working. Therefore the original letter has to be sent to the managing Director at Pune. The Managing Director alone had power to accept the resignation of the Workman. The Workman was relieved by the letter at Exhibit W1. It appears that the Chief General Manager who was in-charge at Dadar relieved the Workman in anticipation as per Exhibit W1. The first line of this relieving letter is to the effect that resignation is accepted as approval (वास्तुन स्विकारात्यत येत आहे) is coming. It appears *prima facie* from these words that acceptance was likely to come. The explanation of the Bank is the resignation was accepted and it was sent

back by Fax on the same day. The Exhibit M2 has been filed to support the case of the Bank. The document Exhibit M2 as per the list dated 4-3-2003 filed under the signature of Meena H. Doshi, Advocate for the Bank shows that the acceptance letter dated 13-10-1998 is the Xerox copy of the Faxed letter sent by the Managing Director. The witness who proved the document M2 was A.D. Kamlapur, the General Manager. This witness has deliberately stated in his affidavit that he was residing at Pune/Bombay. However when he entered the witness box he stated that he was residing at Pune. It is reasonable to assume that he was working at Pune. The original letter accepting the resignation has not been produced by the Bank. It must be with Bank at Dadar Branch or Pune Head Office. The Bank has produced the copy of the Fax message. It is a mystery if a person could recognize the signature of person on the basis of Xerox copy of Fax. This witness cannot be relied upon because the bank did not make any effort to produce the original order of acceptance. Nor did it Bank care to examine the person who allegedly passed the order of acceptance of resignation letter. It appears to this Tribunal that the Workman was relieved from his duties without passing of actual order on 13-10-1998. Since the original order of acceptance of resignation is not produced before this Tribunal, it is held that no such order was passed. The Bank has failed to examine the person who passed the order of acceptance on 13-10-1998 and allegedly faxed it to the Dadar Branch. Under these circumstances it is held that the Workman was relieved from his duties before his resignation was accepted. In absence of original letter of acceptance of resignation dated 13-10-1998, it is held that the Workman was retrenched by Ex.W1 dated 13-10-1998 when he was relieved from duty. The termination of his services amounts to retrenchment within Section 2(00) of the Act. The Workman would have been entitled to reinstatement with full back wages. However, the Workman had raised there industrial dispute after 2 years, therefore, it would be proper to grant him reinstatement with 50% (fifty percent) of the back wages. It is made clear that in view of the aforesaid no finding is recorded on issues No. 2 and 3.

13. The result of the aforesaid discussion is that this Reference is answered by stating that since the Bank has failed to prove the acceptance of resignation by filing the document of acceptance and examining the person who accepted, resignation on 13-10-1998. Therefore the order of Chief General Manager dated 13-10-1998 Ex. W1 is bad in law. The Workman is reinstated in service with 50% (fifty per cent) back wages. No costs.

S. C. PANDEY, Presiding Officer

नई दिल्ली, 15 जुलाई, 2004

का.आ. 1943.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ संख्या सी जी आई टी-28/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-07-2004 को प्राप्त हुआ था।

[सं. एल.-40012/10/2001-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 15th July, 2004

S.O. 1943.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-28/2001) of the Central Government Industrial Tribunal-cum Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Deptt. of Post and their workman, which was received by the Central Government on 15-07-2004.

{No. L-40012/10/2001-IR (DU)}

KULDIP RAI VERMA, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT, JAIPUR

Case No. CGIT-28/2001

Reference No. L-40012/10/2001-IR (DU)

Sh. Motiram Sharma
S/o Sh. Mangal Ram
R/o Main Post, Kulchera,
Bharatpur-321001.

Applicant

Versus

1. The Supdt. of Post Offices.
Bharatpur Division,
Bharatpur-321001.

2. Inspector.
Post Office Nadbai,
Bhara(pur)-321001.

Non-applicants

Present :

Presiding Officer : Sh. R.C. Sharma

For the applicant : None

For the non-applicant : None

Date of award : 28-06-2004

AWARD

1. The Central Government in exercise of the powers referred under Clause D of sub-Section 1 & sub-Section 2(a) of Section 10 of the Industrial Disputes Act, 1947 (for short, the Act) has referred the following industrial dispute to this Tribunal for adjudication, which runs as under :—

"Whether the action of the management of Supdt. of Post Offices, Bharatpur in terminating the services of Sh. Motiram S/o Sh. Mangal Ram, EDA w.e.f. 24-4-94 is justified? If not, to what relief the workman is entitled and from which date?"

2. Briefly stating, the workman's case is that he was appointed as Messenger on 19-3-1981 by the non-applicant management, who satisfactorily worked up to 19-3-1990 and who was transferred to Dehra Post Office where he continued to work up to 15-10-1992. But on 24-4-1994, his service was terminated. He has pleaded that on account of his illness he could not attend the office from 31-7-1992 to 15-10-1992 and on his appearing to report for the duty, the concerned authority declined him to join the office.

3. The non-applicants contested the claim filed by the workman and has stated that the workman had remained on unauthorized leave for a period of 180 days from 1-8-92 for which he was chargesheeted under the relevant rules, who was given an opportunity to contest the domestic enquiry and on finding the charges proved against him, his service was terminated.

4. This Court after hearing both the parties on the preliminary issue of the fairness of the domestic enquiry, declared the domestic enquiry to be bad vide its order dated 15-10-2003.

5. On 25-6-2004, at the stage of leading the evidence by the management, both the parties absented themselves. It appears that they have entered into a settlement and are not interested in further contesting the case. Under these circumstances, therefore, a 'No Dispute Award' is passed in the matter.

R.C. SHARMA, Presiding Officer

नई दिल्ली, 15 जुलाई, 2004

का.आ. 1944.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आप राजस्थान लिंके प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जयपुर के पंचाट (संदर्भ संख्या सी जी आई टी-42/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-07-2004 को प्राप्त हुआ था।

[सं. एल.-12012/278/2000-आई.आर. (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 15th July, 2004

S.O. 1944.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-42/2001) of the Central Government Industrial Tribunal-cum Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to

the management of Bank of Rajasthan Limited and their workman, which was received by the Central Government on 15-07-2004.

[No. L-12012/278/2000-IR.(B.I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-42/2001

Reference No. L-12012/278/2000/IR (B-I).

Sh. Ramvilas Gupta

900, Shrastri Nagar, Dadawari,
Kota (Raj.)-324001

Applicant

Versus

The Regional Manager

The Bank of Rajasthan Ltd.

Regional Office,

Indore (M.P.)-452001

..Non-applicants

PRESENT:

Presiding Officer	:	Sh. R.C. Sharma
For the applicant	:	Sh. Suresh Kashyap
For the non-applicant	:	Sh. Alok Fatehpuria
Date of award	:	29-06-2004

AWARD

1. The Central Government under Clause 'D' of sub-Sections 1 and 2(A) to Section 10 of the Industrial Disputes Act, 1947 (herein after referred to as 'the Act', 1947) has referred the following industrial dispute for adjudication to this Tribunal which runs as under :—

"Whether the removal of Shri Ram Vilas Gupta Clerk from the service on 6-4-99 by the Management of Bank of Rajasthan Ltd. Indore, is justified? If not, what relief the workman is entitled?"

2. The factual background sans the unnecessary details of the dispute is that the workman was appointed as a clerk on 9-12-1972 by the non-applicant Bank (for short, the bank) who was elected in various years on the distinct posts of the Union e.g. General Secretary and President, etc. It is alleged that on account of his Union activities, he had to face the wrath of the bank authorities, who was chargesheeted on 10-7-90, 21-8-90 and lastly on 22-7-96 respectively. His explanation to the guilt was not properly considered by the bank authorities and enquiries were initiated against him. It has been further alleged that on the basis of enquiries held in violation of the principles of natural justice, he was dismissed from the service vide order dated 6-4-99. The workman's submission is that he has put in 27 years of service having no blemish record and he has assailed the findings of the Enquiry Officer as perverse. On preferring the departmental appeal against the aforesaid dismissal order before the appellate authority, it was modified into the order of discharge from the service

instead of dismissal from the service. The workman has challenged his termination order describing it as illegal and unjustified and has urged that he may be reinstated in service with full back-wages.

3. The non-applicant has disputed the claim submitted by the workman in his counter-statement and has stated that after holding the enquiries on the charges of misconducts, the imputations levelled against him were found proved and on account of the grave misconduct, he was dismissed from the service.

4. At the stage of hearing on the preliminary issue of the fairness of domestic enquiries, the Id. representative for the workman did not contest the fairness of the enquiries and fairly conceded it.

5. Both the parties have been heard on the merit of the case and I have scanned the record of the enquiries.

Domestic Enquiry dated 10-7-90

6. To begin with, the rival contentions advanced in respect of the enquiry dated 10-7-90 are discussed as below.

7. In the instant chargesheet as many as 8 imputations were levelled against the workman, out of them the charges which were found proved/partly proved by the Enquiry Officer are reproduced as below :—

(A) This category pertains to the charges which were found proved by the Enquiry Officer :—

(i) That you went on leave from 27-2-88 to 2-3-88 to avail LFC facility to self and family members. On your return, you seemed to have submitted the bill to the manager of your branch on 27-3-88 which according to the branch was transmitted to us vide branch dispatch No. 11351 dt. 29-3-88. From our records we find that under the aforesaid dispatch number the document named general ledger balance statement was received at Regional Office on 30-3-88. But your LFC bills do not seem to have been received at our end. Nevertheless, both your LFC bill and general ledger balance statement cannot bear a common dispatch number hence both these items have been dispatched individually. Accordingly, the branch was asked to send your LFC bill but for quite some time despite our repeated reminders to the branch, the same was not received. After long persuasion the branch sent a photocopy of so called LFC bill submitted by you and later on a duplicate copy of Taxi bill No. 1261 dt. 16-4-89 for Rs. 6015/- issued by "Tareef Travel" submitted by you was also received.

Further on going through dispatch register of 29-3-88 of the Kota City branch it is revealed that tampering in records have been made with a motive to show that you had submitted the

LFC bill on 27-3-88 along with vouchers in support of your visit and the bill was lost by the Bank. However, you had not submitted the bill on 27-3-88 but, later on you managed to place office copy of LFC bill dt. 27-3-88 in the official records of the branch marked with dispatch No. 11351.

- (ii) That you have claimed for undertaking travel by a motor car with 7½ passenger including Driver whereas in a registered Taxi car only 6 persons including the Driver are allowed by Transport Authority.
- (iii) That the Motor Car/Taxi hired by you at the rate of 2.50 kms is on a higher side than the rates which had prevailed at the tie of your deemed travel.
- (iv) Besides the above, as per LFC guidelines issued by the Bank vide Circular No. 38/PFR/49/2132/86 dt. 24-12-86 you were expected to give evidence of your visit of the places by providing the toll tax paid of the vehicle in which you have traveled or any other tickets or receipts of purchase or any other payment made to Hotel etc. at the place of visit should be produced. You have failed to produce any of such papers.

(B) This category contains two charges which were found partly proved :—

"That you have claimed to bill for undertaking journey with your children whereas your children were present in the school during the period of your travel on LFC. You have also managed to tamper the official records of the school to convert the presence of children into their absence."

This charge was found proved to this extent that the two children of the delinquent were present in the school in the period in question.

"That you had not mentioned the dates and point to point distance of places visited during the LFC. The total distance of 2406 kms. mentioned by you appears to be wrong inasmuch as the correct distance for the places mentioned by you works out to be 1779 kms."

It was found by the Enquiry Officer that the mentioning of the incorrect distances by the delinquent does not stand proved.

8. The delinquent was imputed that while he was posted at the branch office, Kota as the Head Clerk, he had made a false claim of Rs. 6.016/- willfully to gain pecuniary benefit in respect of his travel for leave fare concession by Taxi No. RST 5454 from 26-2-88 to 2-3-88, which tantamounts to an act of gross misconduct in terms of clause 19.5(j) of the bipartite settlement dated 19-10-66. It was also alleged that he had claimed the bill for undertaking the journey with his three children, whereas they were present in the school during the period of travel.

9. The Id. representative for the workman has challenged the findings of the Enquiry Officer recorded on the aforesaid imputations to the extent that the children of the delinquent were not present in the school during the period of the travel and has relied upon the attendance certificate Ex.D-2 issued by the Principal of the school in favour of the delinquent and, secondly, that the delinquent had not tampered with the official record of the school to convert the presence of his children into their absence. The third contention put forth by the Id. representative for the workman is that the evidence of Sh. Abdul Gani, Taxi Driver is not trustworthy and that the delinquent had placed on record the affidavit of Sh. Gani in his favour which was noted on the stamp paper and was duly attested by the Notary Public to controvert the Department's case. The Id. representative for the management has sought to controvert these arguments.

10. So far as the second and third submissions made on behalf of the workman are concerned, it is evident from the enquiry report that these imputations were not found proved by the Enquiry Officer himself, which now do not require further discussion. Thus, there remains the only question as to whether the children of the delinquent were present in the school during the journey period.

11. The management has relied upon the attendance certificate Ex. M-23 issued by the Principal verifying that the children of the delinquent were present in the school during the period from 26-2-88 to 29-2-88. The other material documents are the attendance registers Ex. M-13 to M-15 which have been relied upon by the management in the context of the presence of the children in the school. On their basis, the following position of the delinquent's children crops up :—

- (i) Sh. Avinash Gupta Absent from 26-2-88 to 2-3-88,
- (ii) Sh. Ashish Gupta Absent from 26-2-88 to 1-3-88,
- (iii) Kunari Alpna Gupta present from 26-2-88 to 29-2-88 (half day on 29-2-88) but absent from the second half of 29-2-88 to 2-3-88.

12. These attendance registers show that Sh. Ashish Gupta was present in the school on 2-3-88 and Alpna Gupta was present from 26-2-88 to 29-2-88 (half day on 29-2-88). The Id. representative for the workman has invited my attention towards the attendance certificate Ex. D-2 which was issued in favour of the delinquent which also states that Alpna Gupta was absent from 29-2-88 to 2-3-88 and Ashish Gupta was absent from 26-2-88 to 1-3-88. It makes it clear that Ashish Gupta was present in the school on 2-3-88 whereas Alpna Gupta was present in the School from 26-2-88 to 29-2-88 (half day on 29-2-88), therefore, the Enquiry Officer has rightly concluded the inference of both these children regarding their presence in the school during the journey period and the contentions advanced on behalf of the Id. representative are devoid of

merit which are not sustainable. Hence, I find no reasonable ground to interfere with the findings recorded by the Enquiry Officer.

13. For the rest of the findings of the Enquiry Officer, no argument on behalf of the workman has been advanced.

Chargesheet dated 21-8-90

14. Vide chargesheet dated 21-8-90, four imputations were levelled against the workman which are as below:-

- (i) You have concealed information relating to the appointment held by you in Sheopur Kalan Nagar Palika at the time of your appointment in the Bank.
- (ii) You have involved yourself in bringing undue pressure in getting few loans related to your relatives and friends, thereby abusing your position as a staff member of the Bank.
- (iii) You are engaging yourself in activities outside the scope and duties of your employment in the Bank which have created directly or indirectly, personal pecuniary benefits and interest of yours.
- (iv) You acted in a manner which is prejudicial to the interest of the Bank.

15. Out of the above four imputations, the Enquiry Officer found charges no. 1,3 and 4 as proved, but he has observed that imputation no. 2 could not be established by the management.

16. Assailing the findings of the Enquiry Officer in respect of imputation no. 1, the Ld. representative for the workman contends that prior to the appointment of the workman under the non-applicant bank, he had previously worked in the another bank and it was shown by the workman in his application form. His submission is that after a lapse of 18 years, the charge on the ground of concealment of the previous employment has been framed against the workman. The Ld. representative for the workman then has argued that even the employment of the workman in the Municipal Council, Sheopur Kalan was in the knowledge of the bank, which is clear from the letter Ex. M-58, which was written on behalf of the Sheopur Kalan Municipal Council. Lastly, he has urged that simply on the misconduct of the concealment of this previous employment, the harsh punishment of dismissal cannot be imposed on the workman.

17. Countering the contentions advanced on behalf of the workman, the Ld. representative for the bank submits that it was not within the knowledge of the bank that the workman was dismissed by the Sheopur Kalan Municipal Council on the charge of embezzlement and when this fact was brought in the notice of the bank, the disciplinary enquiry was initiated against him accordingly. He has also sought to controvert the submission that on this ground alone, the punishment of dismissal is harsh one.

18. I have given my anxious consideration to the rival contentions.

19. It is revealed on the perusal of the enquiry report that the Sheopur Kalan Municipal Council, District Muraina, M.P. vide its letters dated 16-5-89 and 22-6-90 had intimated to the bank authorities that while the workman was under its employment, he was dismissed from the service on the charge of embezzlement of Rs. 118/- It is also obvious that the delinquent had instituted a suit against this dismissal order before the Court of Civil Judge, Sheopur which was dismissed vide its judgment dated 15-7-76. He thereafter preferred an appeal against the aforesaid judgment which was dismissed by the additional district Judge on 5-2-79. Thereafter the delinquent had also unsuccessfully preferred a second appeal before the MP High Court, which was too rejected vide its order dated 12-11-91.

20. It has been rightly contended on behalf of the management that since the workman was a dismissed employee and on disclosure of this fact before the bank, he could not be appointed by it and, therefore, he deliberately suppressed this fact while applying for the appointment under the bank. No reasons could be assigned on behalf of the workman for concealment of this fact. The Ld. representative for the workman argued that after his dismissal from the service under the Municipal Council, Sheopur Kalan, the workman was appointed on 9-12-72 by the bank and at the time of entering into this service of the bank, this fact was given in the knowledge of the bank. In support of his contention, the Ld. representative has drawn my attention towards the letter Ex. M-51 placed at page 456 of the enquiry record whereby at the behest of the Municipal Council, Sheopur Kalan, the Law Officer of the bank was conveyed that the delinquent was dismissed from the service by the Municipal Council, Sheopur Kalan on the charge of embezzlement. The date on which this letter was addressed is illegible and the Ld. representative for the non-applicant has contended that the Municipal Council, Sheopur Kalan was required by the bank to furnish the details of the previous employment pertaining to the delinquent and in response to the letter of the bank, the relevant information was furnished to the bank on behalf of the Municipal Council, Sheopur Kalan vide its letter dated 16-5-89 placed at page 558. He also pointed out that the another letter was written on 11-5-90 on behalf of the bank seeking the relevant information with regard to the dismissal of the workman which was replied by the Municipal Council, Sheopur Kalan vide its letter dated 22-6-90 placed at page 560. Thus, the Ld. representative has urged that the letter Ex. M-51 bearing the illegible date is a part of this correspondence which was addressed to the bank on seeking the information from the Municipal Council, Sheopur Kalan. His contention is that letter Ex. M-51 was never placed before the bank at the time of appointment/prior to appointment of the delinquent.

21. I have gone through the letters dated 16-5-89 and 22-6-90 which have been written on behalf of the Municipal Council, Sheopur Kalan to the Regional Manager of the non-applicant bank and which suggest that the delinquent was previously employed as Nakedar with the Municipal Council, Sheopur Kalan who was dismissed on the charge of misconduct of embezzlement. As such, I find that these letters fortify the submission made on behalf of the bank that the relevant information, which is also contained in the letter Ex. M-51 was furnished to the bank by the Municipal Council, Sheopur Kalan on the request made by the bank. There is no reason to accept the contention advanced on behalf of the workman that the letter Ex. M-51 was with the bank at the time of considering the appointment of the workman. On these grounds, it is crystal clear that the factum of the dismissal of the workman in his previous employment was not within the knowledge of the bank at the time of employment with it and the Enquiry Officer has rightly arrived at the conclusion on the point.

22. The next contention advanced on behalf of the workman is that at the time of entering into the service of the bank in the year 1972, the workman was governed by the previous bipartite settlement of the year 1966 which did not include the ground of dismissal on the basis of the concealment of the previous employment. His contention is that this ground of misconduct on account of the concealment of previous employment was introduced in the subsequent bipartite settlement.

23. On the other hand, the Ld. representative for the bank argues that the 4th bipartite settlement came into force in the year 1984 wherein under clause 19.5(nn), this misconduct of concealment of the previous employment was embodied. The delinquent was charge sheeted in the year 1990, who was governed by this bipartite settlement and the enquiry proceedings were initiated as per the provisions of the aforesaid bipartite settlement.

24. Since the guilt of the workman was of a continuous nature and the domestic enquiry was initiated under the clauses of bi-partite settlement 1984, he was governed by the same and the submission made on behalf of the workman cannot be sustained.

25. The Ld. representative for the workman in support of his contention that the workman was not governed by the bipartite settlement of 1984 has placed his reliance upon 1984 FJR (64) SC 16.

26. In 1984 FJR (64) SC 16, the petitioner was removed from the service on account of gross misconduct which was not enumerated in the standing order. When the matter came up before the Hon'ble Apex Court, it observed as below :—

"Therefore, the primary question that needs consideration is whether the various acts of misconduct collated in clause 10 would constitute misconduct punishable under S.O. 23, if committed within the premises of the establishment or in the vicinity thereof or

irrespective of the time-place content, they are, per se, such acts of misconduct that they would be punishable notwithstanding where and when they were committed."

27. Thus, it is evident that on facts the referred to case is distinct one from the facts of the instant case and the Ld. representative does not derive any help from the decision supra and the contention advanced on behalf of the workman is negated.

28. Assailing the charges no. 3 & 4, the Ld. representative for the workman submits that no dates of sanctioning the loan in favour of the workman had been shown in the charges itself and there is no provision that if the F.D. is in the joint names then either of the persons cannot take loan on behalf of the F.D.

29. The Ld. representative for the bank has submitted in this context that the F.D. dated 13-5-86 carries the joint names of Sh. Nathulala Gupta and Sh. Ramvilas Gupta and his further contention is that the delinquent had applied himself for the loan on account of this F.D. by putting his signature on the demand promissory note and he alone received the loan amount and the Ld. representative has indicated that his signatures are placed on the back of the F.D. It has also been argued on behalf of the bank that in case of the premature payment when the advance is sought, then the demand promissory note should be signed by both the beneficiaries and the FD should also be discharged by both of them.

30. The submissions made on behalf of the bank are fortified by the materials on the record and the contentions put forth on behalf of the workman are found to be without substance. The Enquiry Officer has discussed the relevant facts in his report and no good reasons could be shown to interfere with the findings of the Enquiry Officer. Thus, the submissions canvassed on behalf of the workman are devoid of force and are unsustainable. I do not see any reason to disturb the finding of the Enquiry Officer.

Chargesheet dated 22-7-96.

31. By this chargesheet, two charges were levelled against the workman. Firstly, that he fraudulently diverted and withdrawn Rs. 2400/- on 23-4-96, the amount of housing loan instalment in his SB Account No. 5417, and secondly, that thereby he has acted in a manner prejudicial to the interest of the bank. The Enquiry Officer has found both the charges as proved in his report.

32. The Ld. representative for the workman has attacked on the findings recorded by the Enquiry Officer on the grounds that after the lapse of 6 years, the chargesheet was served upon the delinquent and on account of the slip of pen, the installment could not be deposited by the workman and when he came to know this mistake, the concerned amount was got deposited by him. According to his contention, the workman had not fraudulently acted in diverting and withdrawing the said amount in his account.

33. The Ld. representative for the bank has supported the findings noted by the Enquiry Officer in his enquiry report.

34. I have carefully scanned the record and have examined the rival contentions.

35. On a perusal of the record, it appears that the contention advanced on behalf of the workman that on account of slip of pen the mistake was committed by the workman is having no substance therein. The Enquiry Officer has carefully examined the documentary as well as the oral evidence adduced by the parties on the record and has arrived at the conclusion that the delinquent got the vouchers entered into the transfer dairy by Sh. Suresh Jain in a planned manner deliberately, that the delinquent managed to divert the credit voucher of the said amount to his account only for getting the pecuniary benefit and that the delinquent had himself prepared the credit voucher of Rs. 2400/- and put on it the head of SB Account No. 5417.

36. No good reasons could be assigned on behalf of the workman to interfere with the conclusions arrived at by the Enquiry Officer. The arguments advanced on behalf of the workman are devoid of force and are repelled.

37. Now, I advert to the question as to whether the disproportionate punishment has been awarded to the workman.

38. The Ld. representative for the workman contends that punishment of removal from the service awarded to the workman is disproportionate looking to the misconducts which are alleged to have been committed by him. In support of his contention, the Ld. representative has drawn my attention towards (2000) 10 SCC 280 and 2001 (90) FLR Rajasthan 517 and has submitted that even on concealment of previous employment, the punishment of removal should not be awarded.

39. Arguing contra, The Ld. representative for the management contends that looking to the gross misconduct of the workman, the punishment of removal imposed on him cannot be termed as disproportionate. The Ld. representative has referred to the following decisions in support of his contention :—

1997 (11) SCC 370; 1997 LLRSC 608 & 1994 (3) WLC 59.

40. I have given my thoughtful consideration to the rival contentions and have gone through the judicial pronouncements carefully.

41. In (2000) 10 SCC 280, the workman was a bank employee who was dismissed from the service on account of his admitted misconduct of withdrawing money unauthorizedly from the customer's account. Under such circumstances, the Hon'ble Apex Court held that the appropriate punishment should be to reinstate the workman and that he would not be entitled for any increments for a substantial period with all the consequential effect of the order. In 2000 (90) FLR Rajasthan 517 the alleged acts and omissions of misconduct committed by the workman had been during the period prior to offering him appointment on probation. The facts of the case are that the applicant was appointed as driver on 7-9-83 who worked

until 6-11-83. Thereafter, he was taken on duty on 16-8-84 who worked until 21-8-84. Thereafter, he was appointed on 17-9-84 whose service was terminated on 12-6-85. On a dispute having been raised in respect of termination, the employer's stand was that the workman was appointed on probation on 20-5-85, in pursuance thereof he joined the service on 8-6-85 and his service was terminated on 12-6-85 because his service during probation was not found to be satisfactory.

42. Evidently, the facts of both the referred to cases on behalf of the workman are distinct from the case at hand, which do not support the contention advanced by the Ld. representative for the workman.

43. As against it, the Ld. representative for the management has relied upon 1997(11) SCC 370; 1997 LLRSC 608; 1994 (3) WLC 59 & 1994 (68) FLRNagpur 231.

44. In 1997(11) SCC 370, the delinquent admitted to cause a loss of only Rs. 65/- to the Corporation which was considered to be serious in nature and the punishment of removal was held justified and not disproportionate.

45. In 1997 LLR SC 608, it was held by the Hon'ble Apex Court that one of the most serious offences involving moral turpitude is where a person employed in banking company dealing with the money of the company, commits forgery and wrongfully withdraws money which he is not entitled to withdraw.

46. In 1994 (68) FLR Nagpur 231, the delinquent was found guilty of misappropriation of the amount of Rs. 12,535/- who was dismissed from the service and the Hon'ble Court has held that under such circumstances to order his reinstatement would amount to mockery of justice.

47. In 1994 (3) WLC 59, the applicant was terminated on the ground that the appointment was obtained by him on the basis of the fake degree. It was considered by the Hon'ble Court that the order of termination of the applicant is not liable to any interference.

48. Facts of the referred to cases are applicable to the facts of the case at hand and looking to the grave nature of the misconducts committed by the workman, the punishment of removal does not appear to be disproportionate. The removal order dated 6-4-99 is a combined order wherein the disciplinary authority has rightly considered the gravity of the misconducts committed by the workman. Accordingly, the submission made on behalf of the workman that the punishment awarded to the workman is disproportionate is negated.

49. For the foregoing reasons, the reference is answered in negative in favour of the management and against the workman in the terms that the removal of the workman from the service on 6-4-99 by the non-applicant bank is legal and justified and the claim of the workman does not deserve to be allowed. An award is passed accordingly.

50. Let a copy of the award be sent to the Central Government for publication under Rule 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 15 जुलाई, 2004

का. आ. 1945.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न रेलवे, अजमेर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण, श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या सी.जी.आई.टी.-12/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-7-2004 को प्राप्त हुआ था।

[सं. एल.-41012/275/99-आई. आर (बी.-I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 15th July, 2004

S.O. 1945.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (C.G.I.T.-12/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Western Railway, Ajmer and their workmen, which was received by the Central Government on 15-7-2004.

[No. L-41012/275/99-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-12/2001.

REFERENCE NO. L-41012/2/275.99/IR(B-I):

Shri Amar Singh.
S/o Sh. Moolchand,
R/o 36/31, Noltekaran Ka Ahata
Back Side of Sant Frances School,
Alwar Gate,
Ajmer (Rajasthan)-305001 ...Applicant

Versus
The Chief Works Manager (Loco)
Western Railway,
Ajmer (Rajasthan)-305001 Non-applicant

PRESENT:

Presiding Officer : Sh. R.C. Sharma.
For the applicant : SH. N.K. Gautam.
For the non-applicant : Sh. T.P. Sharma
Date of award : 9-07-2004

AWARD

1. The Central Government in exercise of powers conferred under Clause 'D' of Sub-section 1 and Sub-section 2(A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act') has referred the following industrial dispute for adjudication to this Tribunal which runs as under :—

"Whether the action of the Chief Works Manager (Loco), Western Railway, Ajmer in terminating the services of Shri Amar Singh S/o Shri , Mansing Ex. Machine Man w.e.f. 19-11-82 is legal and justified? If not, what relief the concerned workman is entitled to?"

2. After hearing both the parties on the preliminary issue of fairness of domestic enquiry, this Court vide its order dated 27-11-2003 has held the domestic enquiry to be improper and unfair.

3. On 26-5-2004, the non-applicant petitioned before this Court that since the domestic enquiry conducted against the workman was declared to be improper and unfair, he wants to lead the evidence in support of the charge before this Court. The non-applicant has, therefore, sought the permission of the Court to lead his evidence.

4. On behalf of the workman, the application has been orally resisted.

5. I have heard both the parties and have gone through the record.

6. The Ld. representative for the non applicant contends that the non-applicant may be permitted to lead the evidence to prove the charge levelled against the workman and the Ld. representative has indicated that at para 2 of the written statement the non-applicant has reserved his right to produce the additional evidence. As such, his submission is that he should be given an opportunity to produce the evidence. On the other hand, the Ld. representative for the workman submits that ample opportunity was given to the non-applicant to file the application, despite that the application was not filed soon after the pronouncement of the order and the case is pending since long.

7. I have carefully gone through the written statement submitted by the non-applicant and find that the non-applicant has nowhere mentioned therein that in the event of treating the enquiry to be unfair, he is prepared to lead the evidence to substantiate the charge levelled against the workman or that in such an event, he reserves the right to adduce the evidence. Therefore, the submission advanced on his behalf is not sustainable.

8. This Court vide its order dated 27-11-2003 has held the domestic enquiry conducted against the workman as unfair and improper. The non-applicant could not incorporate the request in his counter-statement that in the event of terming the domestic enquiry to be improper, he should be permitted to lead the evidence to substantiate the charge levelled against the workman. It was only after the pronouncement of the order on 27-11-2003 that an application on behalf of the non-applicant was moved before this Court on 26-5-2004 seeking an opportunity to

adduce the evidence to prove the charge levelled against the workman.

9. Now, the question which emerges out for consideration before this Court is as to whether the request made on behalf of the non-applicant to lead the evidence can be allowed even if this plea was not set out in the counter statement made by him that in the event of treating the enquiry as improper by the Tribunal, he should be permitted to adduce the evidence to prove the charge imputed against the workman.

10. Undoubtedly, the final authority on the point is AIR 2001 SC 2090 reported in the case of **Karnataka State Road Transport Corporation Vs. Smt. Laxmi Devemma & Anr.**, which may be referred to here for the purpose of properly adjudicating the controversy.

11. On a careful perusal of the judicial pronouncement supra, it is manifestly clear that the five judges bench of the Hon'ble Apex Court in the aforesaid pronouncement by the 3 : 2 majority has laid down that on declaring the domestic enquiry as improper by the Tribunal, if the request could not be embodied in the counter-statement on behalf of the employer to adduce the evidence and if the request is made soon after the pronouncement of the order, then such an urge on facts of the each case can be considered and the employer may be permitted to lead the evidence to substantiate the charge.

12. That takes me to the determination of the question as to whether in the present case on its facts and circumstances, the non-applicant can be permitted to adduce the evidence, who has not sought such permission in his counter-statement prior to the pronouncement of the order dated 27-11-2003 of this Court whereby the enquiry was held to be improper. This prayer on behalf of the non-applicant has to be examined on its own merit and bona fides and the fact whether it is made to delay the proceedings and that no prejudice would be caused to the workman if it is allowed.

13. On perusal of the record, it is obvious that the workman was initially appointed as Khalasi by the non-applicant management who was subsequently promoted as Machine Man, who on account of his unavoidable circumstances had remained on leave, for which he had submitted his leave applications before the management. Treating this period on leave as his unauthorized absence, he was removed from the service vide order dated 19-11-82. The non-applicant's case is that for the last three years the workman absented himself from the duty, who was found to be habitual absentee and, therefore, his service was terminated.

14. It transpires from the record that the domestic enquiry was initiated against the workman in the year 1981 and after the expiry of a period of nearly one year his service was terminated by the order dated 19-11-82.

15. The non-applicant management prosecuted the workman for remaining absent for 160 days in toto in the year 1979, 1980 and 1981. Although the enquiry was conducted throughout the year, yet it appears that even the details of the unauthorized absence of the workman were not available with the office. This negligent conduct on the part of the management is further reflected from the fact that even after declaring the enquiry unfair vide order dated 27-11-2003 of this court, it could be possible for the management only on 26-5-2004 when an application was moved seeking the permission to adduce the evidence. Thus, the prayer to lead the evidence could not even be made by the management soon after the pronouncement of the order, as in the light of the judicial verdict supra and the failure to do so casts the shadow of reasonable doubt on the bona fide of the employer. This factor can also be looked into that the imputation levelled against the workman is of a lesser gravity in its nature.

16. On a careful examination of the facts and circumstances of the case available on the record, in my considered opinion, it would not be just and proper to allow the employer to lead the evidence in support of the charge before this court. Accordingly, the request made on behalf of the employer to produce the evidence is declined.

17. Since the domestic enquiry conducted against the workman has been declared as improper and unfair and the management has not been permitted to lead the additional evidence in support of the charge levelled against the workman, in consequence, this reference is to be answered in the affirmative in favour of the workman and against the management and it is held that the termination of the service of the workman Sh. Amar Singh is illegal and unjustified. The workman is entitled to be reinstated in the service with its continuity. But looking to the facts of the case, I do not deem it proper to award back-wages to the workman. However, the management would be at liberty to initiate the disciplinary proceedings against the workman on the basis of the charges levelled against him after following the procedure prescribed under the relevant rules/stands orders. An award is passed in these terms accordingly.

18. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 15 जुलाई, 2004

का. आ. 1946.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी.डब्ल्यू.डी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में त्रम न्यायालय, कोजीकोड़े के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-7-2004 को प्राप्त हुआ था।

[सं. एल-42012/62/97-आई. आर (डीयू)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 15th July, 2004

S.O. 1946.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the labour Court, Kozhikode as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CPWD and their workman, which was received by the Central Government on 15-7-2004.

[No. L-42012/62/97-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

IN THE LABOUR COURT, KOZHIKODE, KERALA STATE

Dated this the 26th day of May, 2004.

PRESENT:

SHRI K. BALASUBRAMANIAN, B. Com. LL.B.,
Presiding Officer

L.D.(C) 5/98

BETWEEN:-

The Executive Engineer,
Calicut Central Division,
Central P.W.D. West Hill P.O.,
Calicut-673 005.Management.

And

The Central P.W.D. Mazdoor Union,
the Secretary, Income Tax Building,
Manachira,
Calicut-673 001Union.

REPRESENTATIONS:-

M.K.A. Salim, Advocate,
Addl. Govt. Pleader, Kozhikode.For Management
Sri P.S. Murali, Advocate, Calicut.For Union.

AWARD

1. This reference is made by the Government of Kerala as per Order No. L-42012/62/97-IR/(DU) dated 11-06-1998 to adjudicate as to 'Whether the denial on the part of Executive Engineer, Central Public Works Department, Calicut in conferring temporary status to the workman, Smt. O.K. Sarojini, Part-time Sweeper w.e.f. 1-9-1993 is justified? If not, to what relief the workman is entitled?"'

2. In pursuance of the notices issued from this court, both parties appeared and filed their respective statements.

3. The gist of the claim statement filed by the union representing the worker is that she was appointed as part-time Sweeper from 1-4-1984 onwards by the management.

Initially she was paid monthly wages at the rate of Rs. 60/- per month and by subsequent enhancement she is presently getting Rs. 600/- as monthly wages. Though the worker is termed as a part time sweeper, her work extends to more than 8 hours a day. While so, in 1993 Government of India passed an order by which a scheme was introduced granting temporary status to casual employees who had rendered one year of continuous service in Central Government scheme. The scheme came into force with effect from 1-9-1993 and the division heads and section heads of various Central Government department have accepted and implemented the scheme conferring temporary status to the general workers in their respective departments. Though the worker in this case is also entitled to get the benefit of the said scheme, for some reason or other, management has not put into effect the particular scheme in case of the present workman. Representations made in this regard have been put in deaf years. Therefore, union prays for regularisation of service of the workman w.e.f. 1-9-1993.

4. The contention of the management is that temporary status can't be granted to part time casual employees, employees who were not initially engaged through Employment Exchanges and casual labourers initially engaged after attaining the upper age limit prescribed for recruitment to Group 'D' posts. There is no post of sweeper in this Division. The worker was engaged as part time sweeper as a temporary measure and the letter dated 30-3-1984 was issued as a procedural requirement to accord sanction to honour expenditure on petty vouchers. Worker hardly works one hour daily. She was also engaged to sweep the divisional office requiring not more than half an hour a day. The O.M. relied on by the union is not applicable for part time casual labourers. Worker is not eligible for temporary status.

5. A rejoinder was filed by the union traversing the contentions of the management. The nature and volume of work is also detailed in the statement to show that her working time does not extend to eight hours a day.

6. The worker was examined as WW1 and Ext. W1 was marked on the side of Union. The evidence on the management side consists of that of the Executive Engineer of CPWD who was examined as MW1 and Exts. M1 and M2. Ext. X1 was also marked.

7. Points for consideration are :

- (1) Whether the worker under reference is entitled to get temporary status and regularisation in service ?
- (2) to what all reliefs the worker is entitled ?

8. Points :—The workman in this case was initially appointed as part-time sweeper in the office of the management w.e.f. 1-4-1984 and she continued in service in that post as evidenced by Ext. M1 office memorandum.

Initially she was paid wages at the rate of Rs. 60/- per day and by subsequent occasional enhancements she is getting Rs. 650/- per month. That is evidenced by Ext. X2. There was dispute in the matter of reinstatement of persons on daily wages in the Central Government Offices and considering the representations some guidelines referred to in Ext. X1 were issued by the Central Government. Subsequently further guidelines were issued in the light of a judgment of CAT, Pune, New Delhi on the basis of which a scheme formulated. It is on this basis worker claims temporary status.

9. The scheme inter alia stipulates that temporary status would be conferred on all casual labourers who were in employment on a particular date mentioned in the OM and who had a continuous service of at least 240 days. The worker in this case satisfies both the conditions. Temporary status was conferred on similar casual workers of certain other Central Government departments and SBI could also be seen from Exts. X1, X2 and M1 to M5.

10. The basic OM dtd. 7-6-1988 nor OM No. 49014/2/86 Ext. X1 referred to in Ext. X1 were not made available by both sides. But there is no dispute that the worker was a casual employee and that she also satisfies the eligibility conditions for permanency. The contention of the management that the worker being not initially appointed through Employment Exchange is not eligible for temporary status has no force in view of the subsequent guidelines and scheme framed in this regard. It was argued on behalf of management that the worker being a part time casual employee could not be conferred with the status of a permanent employee. Excepting some stray suggestions there is no satisfactory evidence to show that the workman in this case works for more than 8 hours a day. But as is seen from the text book on the subject Swamy's Establishment and Administration, those casual labourers who are engaged for not less than 8 hours a day are to be treated as full time casual labourers and others as part time casual labourers. So, in any event workman under reference is liable to be treated as casual labourer entitled for temporary status with any difference in reckoning the period of service.

11. On the anxious consideration of the materials on record, an Award is passed holding that the denial on the part of Executive Engineer, Central Public Works Department, Calicut in conferring temporary status to the workman, Smt. O.K. Sarojini, Part-time Sweeper w.e.f. 1-9-1993 is not justified and management is directed to regularise her service w.e.f. 1-9-1993.

Passed by me on the 26th day of May, 2004.

K. BALASUBRAMANIAN, Presiding Officer

APPENDIX

Witnesses examined on the side of the Union :—

MW1 : M. Sivakumar.

Witnesses examined on the side of the Management :—

MW1 : TM B Namboodiri.

Documents marked on the side of the Union :—

Ext. W1 : Office Memorandum dt. 30-3-1984 showing the appointment of O.K. Sarojini as Part Time Sweeper.

Documents marked on the side of the Management :—

Ext. M1 : Letter by WW1 addressed to MW1.

Ext. M2 : Photocopy of Hand receipt showing the payment of Wages.

Ext XI : Copy of the Office Memorandum dt. 10-9-1993 of the Administrative Officer, Central Excise, Cochin.

Ext X2 : Copy of the order dt. 30-3-1994 of the office of the Chief Commissioner of Income Tax, Cochin.

नई दिल्ली, 21 जुलाई, 2004

का. आ. 1947.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रिजर्व बैंक ऑफ इंडिया के प्रबंधनतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. II, नई दिल्ली के पंचाट (संदर्भ संख्या आई.डी.-153/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-7-2004 को प्राप्त हुआ था।

[सं. एल-12012/294/91-आई. आर (बी.-I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 21st July, 2004

S.O. 1947.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 153/91) of the Central Government Industrial Tribunal/ Labour Court No. II, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Reserve Bank of India and their workman, which was received by the Central Government on 20-7-2004.

[No. L-12012/294/91-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II

**RAJENDRA BHAWAN, GROUND FLOOR,
RAJENDRA PLACE,
NEW DELHI**

PRESIDING OFFICER: R.N. RAL

I.D. No. 153/91

IN THE MATTER OF:—

RAJESH KUMAR

VERSUS

RESERVE BANK OF INDIA

AWARD

1. The Ministry of Labour by its letter No. L-12012/294/91-IR(B-3) Central Government Dt. 11-2-1991 has referred the following point for adjudication.

The point runs as hereunder :—

"Whether Shri Rajesh Kumar was a workman of Reserve Bank of India ? If so, whether the action of the Reserve Bank of India in terminating the services of Shri Rajesh Kumar w.e.f. 3-01-1991 was justified? If not, to what relief the workman is entitled to ?

The claimant has filed statement of claim. In the statement of claim, it has been stated that the workman applicant was working in Reserve Bank of India, NCC Building, Connaught Place, Jeewan Bharti Building, New Delhi w.c.f. 01-01-1988 as sweeper and he was getting Rs. 750/- per month.

That the management was pleased with him. Shri Manmohan Singh Rekharao, Director has issued identity card to the applicant on 24-10-1989. Its number is 211 and the Director also verified the photo of the applicant and the officer at the RBI put his signature while issuing the identity card. The copy of the identity card is annexed with the record. It has been signed by the Director marked at "A" and officer of the Department marked at "B".

The workman was sweeping and clearing the 6th and 7th floor and bringing stationery to NCC office and he served tea to the officers of the management and brought milk from outside. He has further stated that he put his signature on the attendance register which was verified by the officers of the RBI and payment was made to him after affixing the ticket on which his signature was taken.

The officers of the bank took his signature on the letters so the applicant always remained temporary. The workman performed duty of cleaning furnitures and sweeping the 6th and the 7th floor of the said building. When he requested that he should be made permanent, the officers removed him from service on 03-01-1991 without any charge-sheet and without any reason which is illegal and unjust.

He sent demand letters to the officers but no reply was given to him and he was told that he is a worker of M/s. Premier Security Services but neither the management nor M/s. Premier Security Services have any agreement

and they have not any regn. Certificate. He worked on the directions of the officers of the bank and under the supervision of the bank.

The management has filed written statement. In the written statement, some of the paragraphs have been admitted while most of the paragraphs have been denied and additional objections have been given. In the additional statement, it has been stated that the present dispute raised by the Delhi Office & Establishment Employees' Union (hereinafter referred to as the Union) an outside Union, is not an industrial dispute as the Union does not have any following of Class III or IV workmen in the RBI nor the dispute has been espoused by a substantial number of workmen of the RBI. It is well settled that an individual dispute cannot become an industrial dispute as contemplated under Section 2(k) of the Industrial Disputes Act, 1947, unless the dispute is espoused by a substantial number of workmen in an Organisation or is espoused by a Union having following of substantial number of workmen in the Organisation. As such, the present dispute is not an industrial dispute as contemplated under Section 2(k) of the Industrial Dispute Act and merits dismissal on this ground alone.

It has been stated that the National Clearing Cell (NCC), RBI, New Delhi is presently functioning on the 6th and 7th floor alongwith the other departments of the RBI in Jeevan Bharti Building, Connaught Place, New Delhi. It was not possible to clean and sweep the entire building. Therefore, quotations from various firms were called for in April, 1987 by the Estate Department of the bank for cleaning and maintenance of these two floors and the contract was ultimately awarded to M/s. Security Guards Corporation, a subsidiary of M/s. Premier Security Services (P) Ltd. Copies regarding the work order, the payment and the agreement have been attached with the record. Shri Rajesh Kumar is one of such persons engaged by M/s. Security Guards Corporation. He might have been engaged by the said firm to do the work of other institutions also as his work was not taking much time in the NCC. The wages payable to such persons including Shri Rajesh Kumar was paid by the said firm. The persons were not on the Pay-rolls of the RBI at any point of time and further there is no sanctioned post of sweeper against which such persons could have been working. Since the aforesaid persons were not on the Pay-rolls of the Bank, the question of demanding any service benefits by them from the bank does not arise. It has been further submitted that the claimant was not employed by the bank and cannot be treated as the workman of the bank.

The claimant has filed rejoinder. In his rejoinder, he has stated that he has filed the case under Section 10 read with section 2-A of the Industrial Disputes Act so there is no need of espousal of the union. He can himself raise the matter of termination of his services. It has been further asserted that all the allegations of the written statement

are false. He was not working under the contractor but he was the direct employee of the management and he performed the duty of cleaning, sweeping, bringing tea etc. He put his signature on the register and did other misc. work.

Heard arguments from both the sides and perused the papers on the record. It was argued from the side of the workman that the workman applicant is a direct employee of the RBI and has been issued identity card from the NCC Office. I have perused the record. The Photostat copy of the card has been filed. It is in the name of Rajesh Kumar and number is 211 C/o M/s. Premier Security Corporation. As such, the identity card has not been issued directly to Rajesh Kumar but it has been issued under the care of M/s Premier Security Corporation.

It was further submitted from the side of the workman that management has given direction to the Security Officer to allow the workman to enter the premises as he is an employee of the RBI.

It was submitted from the side of the workman applicant that these papers are sufficient to prove that he was the direct employee of the bank and not an employee of the Contractor.

It was submitted from the side of the management that the said department had called for quotations as per annexure-I and M/s. Security Guard Corporation was awarded the work of cleaning and sweeping and there is an agreement between M/s. Security Guard Corporation and the management. The management had agreed to pay Rs. 600/- to four sweepers plus 10% service charge and the management had to supply the cleaning material. The substantial question is whether the name of Rajesh Kumar is in the list of the employees of M/s. Security Guards Corporation or not. Annexure III shows that Rajesh Kumar's has been entered at Sl. No. 6 on the said Security Guards Corporation for cleaning of NCC. It shows that Rajesh Kumar was an employee of M/s. Security Guards Corporation. Annexure-IV shows that Shri Rajesh Kumar received payments from M/s. Security Guards Corporation. Even a single paper has not been filed by the workman that he has received payment from the management. The payment to the Security Guards Corporation has been made lump sum by the management. The employment form has been filled up under the Security Guards Corporation. This paper also indicates that the workman was a contractor's man and he was not an independent employee of the management. It establishes the fact that the payment was made to Rajesh Kumar through Security Guards Corporation. His employment form was filled up through the said firm and his name is in the worker's of M/s. Security Guards Corporation.

My attention was drawn to 1985(50) FLR 20 and it was argued that it was a contract for service but this law is not applicable in the facts and circumstances of this case as it is explicit from the record that he was an employee of

Security Guards Corporation.

1978 (37) FLR 136 SC is regarding the test of employer and employee relationship. The Hon'ble APEX Court has held that there should be supervision and control of the management and payment should be made by the management but in this case, neither the payment has been made by the management to the workman nor there is any paper regarding the supervision of the management.

My attention was drawn to 1995 LLR 552. In it, has been held that an industrial dispute can be raised for abolition of contract labour system but there is no such case in this dispute. As such, from the perusal of the record, it becomes obvious that Shri Rajesh Kumar was an employee of M/s. Security Guards Corporation. He was not an employee of the management so he has got no right of reinstatement or regularisation.

The rulings cited by the workman are not applicable in the facts and circumstances of the case. The workman has not established that he was an employee of the RBI.

The award is replied thus:—

Shri Rajesh Kumar was not a workman of Reserve Bank of India. The action of the Reserve Bank of India in terminating the services of Shri Rajesh Kumar w.e.f. 03-01-1991 was justified. The workman is not entitled to any relief as prayed for.

The award is given accordingly.

Dt : 9-7-2004

R.N. RAI, Presiding Officer

नई दिल्ली, 21 जुलाई, 2004

का. आ. 1948.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्दन रेलवे, के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. II, नई दिल्ली के पंचाट (संदर्भ संख्या आई.डी.-91/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-7-2004 को प्राप्त हुआ था।

[सं. एल.-41012/79/94-आई. आर (बी.-I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 21st July, 2004

S.O. 1948.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 91/95) of the Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workman, which was received by the Central Government on 20-7-2004.

[No. L-41012/79/94-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM- LABOUR COURT-II

**RAJENDRA BHAWAN, GROUND FLOOR,
RAJENDRA PLACE,
NEW DELHI**

Presiding Officer : R. N. RAI.
I.D. No. 91/95

IN THE MATTER OF :—

VIJENDER KUMAR

VERSUS

MANAGEMENT OF NORTHERN RAILWAY

AWARD

1. The Ministry of Labour by its letter No. L-41012/79/94-IR(B-I) Central Government Dt. 27-10-1995 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of Northern Railway in terminating the services of Shri Vijender Kumar, Safai Karamchari w.e.f. 31-12-1986 was justified? If not, to what relief the concerned workman is entitled ?”

The claimant has filed statement of claim. It has been stated in the statement of claim that the workman Shri Vijender Kumar joined into the employment of the Northern Railway w.e.f. 26-10-1985 as a Safai Karamchari and was posted in the carriage and Wagon Dep'tt., New Delhi Rly. Station, New Delhi. He was being treated as a daily rated/casual/muster roll worker and was being paid wages as fixed and revised from time to time under the Minimum Wages Act by the appropriate Govt. while his counter parts who are doing the identical work and the work of the same value are being paid their salaries in the pay scale of Rs. 196-223, revised to pay scale of Rs. 750-940 w.e.f. 1-1-86, with usual allowances admissible under the rules alongwith other benefits like Casual/Earned Leave, Gazetted/Festival/Restricted Holidays and Medical Leave etc. were completely denied to the workman aforesaid. He continuously worked till 31-12-1986 and he has unblemished and uninterrupted record of service to his credit for that period.

That the services of the aforesaid workman have been terminated w.e.f. 01-01-1987 without assigning any valid reason thereof.

That the termination of services of the aforesaid workman by the management w.e.f. 01-01-1987 is wholly

illegal, bad, unjust and malafide for the following amongst other reasons:—

- (i) That the job against which the workman aforesaid was working is of a regular and permanent nature and is still existing.
- (ii) That employing persons on regular nature of job and treating them as daily rated/causal/muster roll workers for indefinite period and paying them lesser remuneration than those doing the identical work and the work of the same value amounts to unfair labour practice as provided in Section 2(RA) read with Item No. 10 of the Vth Schedule of the Industrial Disputes Act, 1947 punishable under Section 25U of the Industrial Disputes Act, 1947.
- (iii) That it is violative of Articles 14, 16 and 39(d) of the constitution of India.

It has been further stated that Sh. Suresh Chand S/o Sh. Khushi Ram and Sh. Lekh Raj has been retained in service. The juniors to the workman has also been regularised in service. The workman aforesaid has acquired the status of a permanent employee w.e.f. 26-10-1985 after completing 90 days of continuous employment as provided in the Model Standing Orders Act, 1946. This Act is applicable to the workman and the management has not framed any rules or regulations nor get it passed by the U.P.S.C. and nor notified in the Official Gazette for governing the service conditions of the daily rated/causal/muster roll workers nor it has any certified Standing Orders, governing service conditions of such workers.

No seniority list was displayed. The workman has not committed any misconduct. No charge sheet has been served on him. The impugned termination is illegal because no notice was given. No notice pay was offered and no service compensation was either offered or paid to the workman at the time of termination of his service. It is violative of Section 25G and H of the ID Act, 1957.

The workman is unemployed since then. He approached the authorities for reinstatement but was not heard. The termination of service of the workman is illegal and not justified.

The respondent management has filed written statement, It has been submitted that the applicant was engaged as a casual labour “Safaiwala” against day-to-day absenteeism of the staff sanctioned by D.P.O./Delhi vide Letter No. 220E/56/CWS/NDLS/p-8 dated 20-10-85 upto 31-12-86. As soon as the said sanction expired on 31-12-1986 his services were terminated pending re-absorption against new sanction further. Thereafter the applicant never appeared for re-absorption though the candidates whose names were also terminated alongwith him got

chance for re-absorption and they have also been regularised against regular vacancies.

That on 24-04-90 he appeared when he was advised at his residential address i.e. House No. 303, Gawahala Ghaziabad U.P. He was offered the chance for engagement as a Casual Labour "Paniwala" for summer rush and his case was referred to D.P.O./New Delhi under CWS/CHG/ New Delhi's letter No. I/6E/CL/Substitute dated 25-4-90 and no reply to this letter was received for his absorption as waterman.

For engagement, the applicant never gave any request for consideration.

The rest of the paragraph of statement of claim have been denied. The applicant never gave any request for considering his case for re-absorption either to CWS/CHG, New Delhi or to Divi. Rly. Manager/New Delhi.

The Claimant has filed rejoinder. It has been stated that he was not a Casual workman. He was regular employee and it is pity that the management does not understand the difference between "Contract for Service" and "Contract of Service". The workman aforesaid was to attend his duties at proper time and relieved after 8 hours' duty. He was paid his wages monthly marking and a proper muster roll was being maintained for marking his attendance and therefore, he was covered under the definition of "Contract of Service" and therefore, was a regular employee.

All the paragraph of the written statement have been denied.

Heard argument from both the sides and perused and papers on the record.

It was submitted from the side of the workman that in September, 1992 he had sent a letter to the Assistant Mechanical Engineer (IV), Northern Railway. In that application he has stated that he would not claim benefits of the previous services including seniority if he is given a fresh appointment. It was also submitted that the Northern Railway has certified that he has worked for 377 days. He worked from 26-10-85 to 31-12-86. As such during 1986 he worked for more than 240 days. Seniority list has been prepared and some of the workmen junior to him have been absorbed against permanent vacancies.

In the seniority list the name of the workman applicant Vijender Kumar is on S. No. 3. The workman below S. No. 3 have been absorbed. It was further submitted from the side of the workman that according to the certificate of the Railway Department he has worked for 12 months in the year 1986 and he has worked for more than 240 days. So Section 25 of the ID Act, is also attracted. The workman deserves to be reinstated with full back wages.

It was submitted by the management that he had been offered the post of waterman during the summer rush but he did not report. The respondent management wanted to reabsorb him.

It was further submitted by the management that the workman worked at the post of absentees. Some of the workmen of the department were absent and his duty was taken at the post of the absentees but no such paper has been filed.

It has been admitted by the respondent that he had put in 377 days continuous service from 26-10-1985 to 31-12-1986. As such the workman has worked continuously for 12 months and for more than 240 days and he has not been given any compensation or any notice. The management has not given any evidence as the evidence of the management was closed on 09-05-97.

The workman has given Affidavit and he has been cross-examined. In the absence of any oral evidence from the side of the management the oral evidence of the workman will prevail. The workman has worked from January-86 to 30th December, 86. So he has put in 12 months service. And he has served the department for more than 240 days. Juniors to him have been re-absorbed. This workman also should have been given work. In case he was employed as a casual labour and his work and his name was on the muster roll, his service cannot be terminated without giving him notice and compensation 1982 SCC (L&S) 124, 1981 SCC 478 and FLR 1990 are not applicable in the facts and circumstances of the case.

The workman has completed 240 days works so he deserves to be reinstated from the date of his application for re-absorption.

He has been posted at the post of waterman in the summer rush but he did not join. There is delay and laches on the part of the workman so he is entitled to be re-employed and to get 25 per cent back wages from 1st September, 1992.

The reference is replied thus:—

The action of the management of the Northern Railway in terminating the services of Sh. Vijendra Kumar, Safai Karamchari w.e.f. 31-12-86 is not absolutely justified. The workman deserves to be re-employed from 1-9-1992 with 25 per cent back wages. He is not entitled to any previous back wages prior to 01-09-1992.

The award is given accordingly.

Dated : 9-7-2004.

R.N. RAI, Presiding Officer

नई दिल्ली, 21 जुलाई, 2004

का.आ. 1949.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत को० बैंक लि० के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं० 1, मुम्बई के पंचाट (संदर्भ संख्या सी जी ई टी-13/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-07-2004 को प्राप्त हुआ था।

[सं० एल-12011/45/2002-आई.आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 21st July, 2004

S.O. 1949.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (CGIT-13/2002) of the Central Government Industrial Tribunal/Labour Court, No. 1, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Coop. Bank Ltd., and their workman, which was received by the Central Government on 20-07-2004.

[No. L-12011/45/2002-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1, MUMBAI

PRESENT:

Shri Justice S. C. Pandey,
Presiding Officer

REFERENCE No. CGIT-13/2002

Parties : Employers in relation to the management of
Bharat Co-op. Bank Ltd.
And
Their Workmen

APPEARANCES:

For the Management : Mr. C. V. Pavaskar, Adv.
Mr. Mokashi, Legal Adviser

For the Workman : Mr. A. P. Kulkarni, Adv.

State : Maharashtra

Mumbai dated the 9th day of July, 2004

AWARD

The Central Government had referred the Industrial Dispute between Bharat Co-op. Bank Ltd. (the Bank for short) and the Co-operative Bank Employees' Union, Mumbai under clause (d) of Sub-section 1 of Sub-section A of Sub-section 10 of the Industrial Disputes Act, 1947 (the Act for short). The Terms of the dispute are as follows as per schedule :

“Whether the action of the management of Bharat Co-op. Bank (Mumbai) Ltd. in signing a settlement with nine representatives of the workmen in the Bank instead with the recognized Union, i.e. Co-op. Bank Employees Union, operating in the Bank is justified? If not, what relief the union concerned is entitled?”

This tribunal has passed an interim award dated 9th Feb, 2004 which was challenged by the Bank in the Bombay High Court in writ petition No. 836 of 2004. By order dated 16-6-2004 that interim award has been set aside and instead final award has been passed with the consent of the parties directing this tribunal to pass an award as directed by the aforesaid order dated 16-6-2004. As per directions of the High Court, the following award is made finally disposing of the reference.

- (a) All the workman are granted benefits on par that those contained in the Settlement dated 30th May, 2002. It is made clear that the respondent union and their members concerned in the reference shall accept this award and agree that this award finally disposes of their charter of demand dated 06-4-2002 except of the following extent mentioned in clause 'c'.
- (b) It is made clear that this award include all the obligations and commitments regarding work, productivity etc, as contained in Settlement dated 30-5-2002 except the obligations contained in clause 1 and 2 under the Heading “Applicability” and Annexure E to the Settlements no deduction of Rs. 250/- shall be made from the arrears payable to the workmen

concerned in this reference. All the aforesaid workmen have already given and undertaking before the Bombay High Court and they are directed to give an individual undertaking to the Bank that they accept the benefit as well as the obligations under the Settlement dated 30-5-2002.

- (c) This Award shall be applicable to all the workmen except the following 11 persons whose grades are not covered in the settlement dated 30th May, 2002.

- (1) Shri R. P. Havenje
- (2) Shri Naveen J. Suvarna
- (3) Smt. Vidya N. Amin
- (4) Shri T. S. Amin
- (5) Shri Satish Suvarna
- (6) Shri Umesh G. Kotian
- (7) Shri Naresh T. Amin
- (8) Shri Sudhir B. Suvarna
- (9) Shri Vaman G. Poojari
- (10) Shri Ganesh Karkera
- (11) Shri Satish P. Poojari

These 11 persons shall be free to agitate their claims separately. The demands raised on their behalf in the Charter of demands dated 6th April, 2002 shall not be disposed of by this Order of the Award made by the Tribunal, and the rival contentions of both parties with respect to the said demands of these 11 persons are kept open.

- (d) It is clarified that Clause 12.04 of the settlement dated 30th May, 2002 pertains to outdoor duty only and further that no arrears will be claimed under this clause.
- (e) The arrears payable under the Award shall be paid in four equal monthly instalments commencing on 1st August, 2004.

The Settlement dated 30-5-2002 shall form part of this Award.

S. C. PANDEY, Presiding Officer

MEMORANDUM OF SETTLEMENT

(Settlement under Section 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947 and Rule 58 of the Industrial Disputes (Central Rules, 1957)

BETWEEN

THE BHARAT CO-OPERATIVE BANK (MUMBAI) LTD.

Shivgiri, 1st Floor, Plot No. 11, Samant Estate Goregaon (East) Mumbai 400063.

AND

EMPLOYEE'S REPRESENTATIVES

304, Ravi Kiran C.H.S. Ltd., St. Francis Road, Vile Parle (West), Mumbai 400 056.

REPRESENTING PARTIES

For bank	For employees
1. Mr. Jaya C. Suvarna (Chairman)	1. Mr. Ramesh T. Poojari
2. Mr. V. R. Kotian (Vice Chairman)	2. Mr. Santosh S. Salian
3. Mr. M. B. Kuckian (Director)	3. Mr. Girish A. Salian
4. Mr. R. V. Salian (Director)	4. Mahesh L. Kuckian
5. Mr. J. C. Poojary (General Manager & CEO)	5. Mr. Shashidhar R Bangera
6. Mr. A.R. Amin (By General Manager)	6. Ms. Bharathi A Suvarna
	7. Ms. Purnima Janardhan
	8. Mr. Ashoka K Kuckian
	9. Mr. Ashok L Kotian (Employees' Representatives)

SHORT RECITAL

The Employees Representatives including & upto the grade of Senior Clerks have submitted a Charter of Demands for the period from 1st April, 2002 to 31st March, 2005, vide their letter dated 20th May, 2002, as the earlier settlement was expired as on 31st March, 2002, wherein they have demanded the revision of pay scales with various other benefits and facilities in respect of employees including and upto the grade of Senior Clerks. Thereafter, the Bank has written a letter dated 21st May, 2002 to the Employees' Representatives *inter alia* asking them to furnish the proof of their strength to ascertain as to whether or not they have the support and authority of majority of the employees employed in the Bank in the grades including and upto Senior Clerks. In response to that the Employees' Representatives submitted a letter,

vide their letter dated 27th May, 2002 alongwith lists containing the names and signatures of majority of employees employed with the Bank and thereby the Employees' Representatives have proved that they are enjoying the support of the majority of the employees. Meanwhile, the Bank has also received copy of the individual letters addressed to the Co-operative Bank Employees Union, Unit : The Bharat Co-operative Bank (Mumbai) Ltd., whereby the employees have informed the Bank that they have resigned from the membership of the Co-operative Bank Employees Union. The Bank has gone through the resignation letters resigning from the membership of the Co-operative Bank Employees Union of majority of the employees including letters of support to the newly selected Employees' Representatives. Thereafter the Employees Representatives furnished documents to the Bank informing that the nine Representatives have been authorised to sign the settlement, which are acceptable to the employees. Accordingly, the Bank, vide its letter dated 28th May, 2002, called a joint meeting of the Bank with the Representatives of employees enjoying confidence of majority of the employees in the grades including and upto Senior Clerks to negotiate and settle the pending Charter of Demands on 28th May, 2002. Thereafter several meetings took place between the parties and finally the parties arrived at a settlement on the following terms and conditions:

TERMS AND CONDITIONS

1.00 Basic pay scales

The following Basic pay scales shall be made applicable to all the employees classified as under :

(A)	Attenders/Watchmen/Junior Drivers	Rs. 200 - <u>5</u> - 225 - <u>10</u> - 275 - <u>15</u> - 350 - <u>20</u> - 450 5 5 5 5
(B)	Peon/Security Guards	Rs. 250 - <u>30</u> - 400 - <u>35</u> - 575 - <u>40</u> - 775 - <u>45</u> - 1000 5 5 5 5
(C)	Drivers/Record Clerks	Rs. 295 - <u>35</u> - 470 - <u>40</u> - 670 - <u>45</u> - 895 - <u>50</u> - 1145 5 5 5 5
(D)	Junior Clerks	Rs. 300 - <u>10</u> - 350 - <u>15</u> - 425 - <u>30</u> - 575 - <u>35</u> - 750 5 5 5 5
(E)	Clerks/Steno-Typists/Clerk-cum-Typists/ Stenographers	Rs. 325 - <u>40</u> - 525 - <u>45</u> - 750 - <u>55</u> - 1300 5 5 10
(F)	Senior Clerks	Rs. 485 - <u>45</u> - 710 - <u>50</u> - 960 - <u>55</u> - 1235 - <u>60</u> - 1535 5 5 5 5

2.00 Fixation and Increments

2.01 All existing employees shall be fixed in the above revised basic pay scale on stage to stage basis i.e.

existing employees shall be fitted in the revised pay scales at a stage corresponding to a stage in the existing scales, so that they shall cover the same number of stages in the revised pay scales which they have covered in the existing pay scale without prejudice to the annual increment due on respective due dates.

- 2.02 All permanent employees shall be given annual increment one year from their present date of increment. However, if the present date of increment is between 1st day and 15th day of the month (both days inclusive), it shall be changed to 1st of the respective month. If the date of increment is between 16th day and last day of the month (both day inclusive), it shall be changed to 1st day of the succeeding month from the present date of increment. Thereafter the date of annual increment shall remain unchanged even on promotion.

3.00 Dearness Allowance

3.01 Fixed Dearness Allowance (FDA)

All permanent employees shall be paid Fixed Dearness Allowance every month by adding the amounts applicable under the undermentioned slabs—(1 to 5),

1. For basic between Rs. 1/- to Rs. 300/-

Attenders, Watchmen,	
Junior Drivers	Rs. 1100/-
Junior Clerks	Rs. 1400/-
Security Guards & Peons	Rs. 1500/-
Drivers & Record Clerks	Rs. 1750/-
Clerks & Sr. Clerks	Rs. 1900/-

2. For basic between Rs. 301/- to

200% of basic

3. For basic between 601/- to

250% of basic

4. For basic of Rs. 801/- to

275% of basic

5. For basic of more than

300% of basic

3.02 Variable Dearness Allowance (VDA)

In addition to fixed D.A. payable as above, Dearness allowance linked to cost of living index shall be paid @1% of basic pay per month subject to minimum and maximum values mentioned below for every rise or fall of completed 10 points from the Mumbai Consumer Price No. 3200 (Base Year 1934) of the second preceding month. In short the Variable Dearness Allowance shall be calculated as under :

$$(MCPI = 3200) \times 1\% \text{ of basic subject to minimum } 10 \text{ & maximum values mentioned below}$$

For Attenders/Watchmen/Junior Drivers	2.00
For Junior Clerks	2.50
For Security Guards/Peons/Drivers/Record Clerks/Clerks/Clerk-cum-Typists/Stenographers/Steno-Typists & Senior Clerks	6.50
Maximum Values	
For All employees —	9.75

4.00 House Rent Allowance

House Rent Allowance shall be paid to each permanent employee @ 5% of salary i.e. (Basic + FDA + VDA)

5.00 City Compensatory Allowance

All permanent employees shall be paid City Compensatory Allowance @ 2.5% of basic pay per month subject to minimum of Rs. 350/- and maximum of Rs. 450/- per month.

6.00 Shift Allowance

All permanent employees working in double shift branches shall be paid shift allowance of Rs. 400/- p.m.

7.00 Medical Aid

7.01 All permanent employees shall be entitled to reimbursement of medical expenses incurred in the calendar year on self & dependent relatives to the maximum of the amount mentioned below, against their designation :

(Dependent relatives shall mean dependent Spouse/ Parents(s)/Children/Brother(s)/Sister(s)

Attender/Watchman/Jr. Driver/ Security Guard/Peon	Rs. 8,000/- p.a.
Driver/Record Clerk	Rs. 10,000/- p.a.
Junior Clerk/Clerk/Clerk-cum-Typist/Steno-Typist/Steno-grapher/Senior Clerk	Rs. 12,000/- p.a.

7.02 Employees joining in the middle of the calendar year shall be eligible for proportionate reimbursement of medical expenses calculated on monthwise basis. If an employee joins on or before 15th of a month he/she shall be eligible to get medical aid from the month of joining. If an employee joins on or after 16th of the month, he/she shall be eligible to get medical aid from the succeeding month onwards.

7.03 Permanent Employees can avail reimbursement of medical aid at any time of the year by giving a declaration of having incurred medical expense on self and/or dependent relatives, in the prescribed format.

7.04 Medical aid for the calendar year should be availed by the end of February month of subsequent calendar year or the same shall lapse.

(e.g. Medical aid for 2002 should be availed by 28th

February, 2003).

7.05 Employees who are confirmed in the next calendar year or in the year next to that, from the date of their joining, are eligible to claim reimbursement of medical expenses from the date of their joining notwithstanding the lapse clause in 7.04.

7.06 Employees who wish to claim for exemption should submit original medical receipts of the chemist/ Doctor/Hospital.

7.07 In case of the employee had been on Leave Without Pay for more than 10 days in the calendar year prior to the calendar year of entitlement, then proportionate deduction on daywise basis shall be made to compute the Medical aid entitlement of the employees. In case of fractions, the figure will be rounded to the nearest Rupee.

7.08 Medical Insurance Policy for employees shall be renewed by the bank with an increase of Rs. 50,000/- from the existing sum assured amount.

8.00 Leave Travel Assistance

8.01 Leave Travel Assistance (LTA) can be availed by all permanent employees once in a calendar year. If desired, employees can accumulate the benefit of LTA for a maximum of 2 years.

8.02 Employees joining in the middle of the calendar year shall be paid proportionately on monthwise basis. (Refer 7.02 for explanation on Monthwise basis)

8.03 Application for LTA shall be submitted either 15 days prior to proceeding on PL or 15 days after availing PL which should be for a minimum of 6 days.

8.04 In case the employee had been on Leave Without Pay for more than 10 days in the calendar year for which LTA has been claimed, then proportionate deduction on daywise basis shall be made to compute the LTA entitlement of the employee. In case of fractions, the figure will be rounded to the nearest Rupee.

LTA entitlements are as under :

Attenders/Watchmen/Jr. Drivers/ Security Guards/Peons	Rs. 6,000/- p.a.
Drivers & Record Clerks	Rs. 7,000/- p.a.
Junior Clerks/Clerks/Clerk-cum-Typists/Stenographers/Steno-Typist/Senior Clerks	Rs. 8,000/- p.a.

9.00 Special Duty Allowances

9.01 Monthly special duty allowances for specific work to be performed will be as under :

1. Cashier	Rs. 300/- p.m.
2. Petty Cashier	Rs. 50/- p.m.
3. Relieving Cashier	Proportionate to the work performed

4. Cash Carrying	Rs. 100/- p.m.
5. Clearing Peon (Branch)	Rs. 100/- p.m.
6. Washing Allowance to Uniformed employees	Rs. 150/- p.m.
7. Gold Carrying for valuation	Rs. 50/- p.m.
8. Armed Guards	Rs. 100/- p.m.
9. Encoding	Rs. 300/- p.m.
10. Computer Operating	Rs. 175/- p.m.
11. Employees of centralised recovery cell on recovery duty of grade Sr. Clerk & Below	Rs. 100/- p.m.
12. Branch Key Allowance	Rs. 50/- p.m.
9.02 Special allowances as stated above are payable to employees concerned for discharging additional duties and functions as long as he/she is in charge of such work The above special allowances including shift allowances are proportionately deductible for any type of absence from duty (excluding casual leave) for more than 3 days.	
9.03 Half Yearly/Yearly Closing Allowance Closing allowance shall be paid to all employees who perform duty connected with half-yearly/yearly closing are as under :	
1. Senior Clerks/Clerk-cum-typists/Record Clerks/Junior Clerks/Steno-typists/Steno-graphers	Rs. 400/-
2. Junior Drivers/Drivers/Attenders/Peons/Watchmen/Security Guards	Rs. 250/-
Employees who are absent on Closing day or employees who are absent for 2 or more days immediately preceding closing date in a computerised branch shall not be eligible to get the aforesaid allowances.	
9.04 Quarterly Closing Allowance Employees in the cadre of Senior Clerk/Clerk-cum-typist/Stenotypist/Stenographer/Junior Clerk who are entrusted with the work of quarterly closing in June and December shall be paid Rs. 400/-	
Employees who are absent on Closing day or employees who are absent for 2 or more days immediately preceding closing date in a computerised branch shall not be eligible to get the aforesaid allowances.	
10.00 Officiating Allowance	
If an employee is required to officiate in a higher position for a continuous period of 5 days or more, he shall be paid proportionate officiating allowance on	

following basis provided that the order is given in writing. Officiating details shall be mentioned in the Officiating Register, maintained in the branch with signatures of the concerned employee & Branch Head/Sub Manager.

Clerk/Senior Clerk officiating as Officer **Rs. 400/- p.m.**

In the 1st fortnight of the quarter, the branch head shall issue a letter to the employee mentioning Officiating details of the employee for which a officiating letter was not issued, if any, for the earlier quarter-a copy of which should be sent to Personnel dept.

11.00 Overtime Allowance

Employees, upto the level of Senior clerk, asked to perform duty exceeding the total working hours for the day will be paid overtime wages as under :

(Basic + FDA + VDA) x 2 x No. of OT Hours

250 Hours

12.00 Special Facilities

12.01 Cost of First Class Railway Season Ticket between nearest railway stations to residence & branch, shall be reimbursed to employees carrying Inward/ Outward cheques of the bank, Safe Deposit locker key and cash safe keys. Railway Season Ticket shall be of Quarterly duration unless other duration is specified by the Branch head/Personnel Dept.

If the railway station which is nearest to the employee's residence and the branch happens to be the same or if employee finds it convenient to use a mode of transport other than railways, such employee if carrying the aforesaid keys shall be eligible to claim Rs. 100/- p.m.

12.02 All employees will be served Tea twice a day as a stimulant, in the branch/office premises while on duty. Employees who do not wish to drink tea shall not be entitled to claim any thing in cash/kind in lieu of tea.

12.03 The bank shall reimburse expenses incurred in local conveyance in performance of official duties, upto a maximum of Rs. 500/- p.m. The reimbursement is proportionately deductible for any type of absence from duty (excluding casual leave) for more than 3 days.

13.00 Special Increments

13.01 Bank shall grant special increments to all permanent employees who may acquire the following qualifications while in service. Employees shall be required to produce proper proof of qualification acquired, to the satisfaction of Bank's Management. to be eligible to claim the special increments (s), application for special increments shall be made within 3 months from the date of declaration of the

result. In genuine case (s) bank may consider such evidence even after a period of 3 months.

- | | |
|-----------------------------------|--------------|
| 1. C.A.I.I.B. (part I)/J.A.I.I.B. | 1 increment |
| 2. C.A.I.I.B. | 2 increments |
| 3. Graduates | 2 increments |

If an employee is a graduate while joining the service of the bank in the clerical cadre, he/she shall be given 2 increment while fixing his/her initial basic.

The number of additional increments that the employee has received for passing any of the above examination(s) shall be first deducted from his/her basic pay. Thereafter, his/her basic pay shall be fitted in the corresponding or higher stage of the next higher grade. After such fitment he/she shall receive the aforesaid increment(s) for passing the examination(s).

13.02 The bank shall re-imburse the cost of fees incurred by the employee to attain the following professional qualifications, on submission of passing certificate which shall be furnished to the personnel dept. within 3 months of receipt of passing certificate/marksheet.

1. Company Secretary (CS)
2. Chartered Accountant (CA)
3. Cost Accountant (CWA)
4. Chartered Financial Analyst (CFA conducted by ICFAI).
5. MBA from IGNOU
6. Diploma Programmes conducted by IIB

In addition, the bank shall award a cash incentive of Rs. 2000/- for passing any of the above examinations.

14.00 Leave

For the purpose of calculating leave, year means calendar year commencing 1st January.

Leave will be granted at the discretion of the management and the management reserves the right and discretion to refuse, revoke or curtail or postpone leave (including sanctioned) as the exigencies of Bank's work may require, as perceived by the management.

Weekly Holidays or holidays which fall at the beginning and/or the end of the period of leave shall not be counted as part of the leave. However, Sundays or holidays which fall within the leave period shall be counted as part of the leave.

If no application for leave is received from the employee either before proceeding on leave or within 3 days of their resuming duty after availing leave, such absence shall be treated as unauthorised absence without

pay (Leave Without Pay), without providing any intimation to the employee.

14.01 Privilege Leave (PL)

1. Each permanent employee shall be entitled to 33 days privilege leave for every completed year of service provided he/she has been in continuous service of the bank for a minimum of 11 months.

2. No privilege leave shall accrue for leave availed on loss of pay. Proportionate deduction on daywise basis shall be made to calculate accruals. In case of fractions, the figure will be rounded to the nearest whole number.

3. Application for sanction of privilege leave shall be submitted to the Branch Head 15 days in advance so as to enable him/her to make necessary arrangements/re-allocate work. No employee shall proceed on leave unless he/she receives written approval from the sanctioning authority. The sanctioning authority shall sanction/reject the application within 5 days from the date of receipt of the application.

4. Privilege leave may be accumulated for a maximum of 210 days at the beginning of every year. All accumulated leave in excess of this period shall lapse and be forfeited and no leave encashment shall be due or payable in respect of such excess leave.

5. Privilege leave can be availed on 3 occasions in a year for a minimum of 5 days of continuous leave on each occasion.

6. If an employee after proceeding on leave desires an extension thereof, an application should be made in writing to the sanctioning authority, well in advance. The sanctioning authority/Management reserves the right to sanction such extension of privilege leave.

14.02 PL Encashment

1. PL can be encashed only once in a calendar year.

2. Employee desirous of availing PL encashment should have availed at least 6 days PL before encashment. Employee can avail PL encashment on sanction of PL or at any time thereafter in the calendar year.

3. PL encashment shall be for a minimum of 15 days. A maximum of 50% of the privilege leave standing to the credit of the employee can be encashed subject to the condition that atleast 30 days of PL shall remain in the employee's credit after availing PL encashment.

14.03 Casual Leave (CL)

1. Permanent employees shall be entitled to 12 days casual leave per calendar year.

2. Probationers shall be eligible for 1 CL per month during the probation period provided he/she has worked for a minimum of 45 days.

3. CL can be availed for a maximum of 3 days at a stretch.
4. CL cannot be joined with any other type of leave.
5. Ordinarily, previous permission from the Branch Head shall be obtained before taking such leave. When this is not possible, the Branch Head as soon as may be practical, be informed in writing or orally or through any person, of the absence from work and of the probable duration of such absence.
6. Unavailed CL during the year shall be added to privilege leave at the start of the subsequent year.

14.04 Sick Leave (SL)

1. Permanent employees shall be eligible for a credit of 15 days of sick leave per calendar year to their account at the beginning of the next calendar year. In the case of employees joining between the calendar year proportionate sick leave shall be credited to the account at the beginning of the next year.
2. Employee should have completed a minimum of 11 months of uninterrupted service to avail sick leave.
3. In case of sickness, Branch Head as soon as may be practical shall be informed in writing or orally or through any person, of the absence from work, the probable duration of such absence and the type of sickness.
4. Unavailed SL during the year shall be added to sick leave at the start of the subsequent year. Sick leave can be accumulated upto a maximum of 150 days at the beginning of the calendar year. No leave pay shall be due or payable in lieu of unavailed sick leave.

5. Sick leave for more than 3 days shall be granted only on production of a medical certificate of a registered medical practitioner. It should certify that the employee is fit to resume duty.

6. If sick leave is not available to the credit of the employee, his/her absence on medical grounds may be adjusted against privilege leave on specific request in writing being made to Personnel Dept., alongwith medical certificate from a registered medical practitioner.

14.05 Paternity Leave

A male employee shall be entitled to a maximum of 3 days paternity leave at the time of delivery of his baby. The leave should be availed within 2 working days from his wife's delivery.

Paternity leave can be availed by an employee having not more than 2 children, for a maximum of two occasions during the entire tenure of service of the male employee.

14.06 Maternity Leave

1. Maternity leave can be availed by married female permanent employees not having more than 2 children, on occasions not exceeding 2 for a maximum period of 90 days each, during the entire tenure of service

2. No female employee shall be entitled to maternity benefit unless she has actually worked in the bank for a period of not less than 80 days in the twelve months immediately preceding the date of her expected delivery.
3. Maternity leave application should be accompanied by a certificate to that effect stating probable date of delivery, from a recognised medical practitioner/Hospital/Nursing Home.
4. Female employees are permitted to avail the maternity leave at their convenience and at their own risk as to when to proceed on leave before the probable date of delivery.

14.07 Miscarriage Leave

1. Miscarriage leave shall be sanctioned to married female permanent employees having not more than 1 child/twins etc., upto a maximum period of 45 days. Miscarriage leave shall be allowed only on two occasions during the entire tenure of service of the employee with the bank, provided the employee has worked in the bank for a period not less than 80 days in the 12 months immediately preceding the date of the event/probable date of miscarriage to avail the maternity benefit.

2. Married female employees shall furnish certificate from a competent medical practitioner or Nursing Home.

15.00 Leave Bank

One day 1 Privilege Leave shall be debited from each permanent employees account and the same shall be transferred to the Leave Bank immediately after signing of this agreement. Leaves in the Leave Bank will be utilised in deserving cases in consultation with the office bearers of the Bharat Bank Officers Association and representatives of the employees enjoying confidence of majority of the employees in the grade of Senior Clerks and Below. Thereafter additional credits to the leave bank will be reviewed as and when the need arises in consultation with the above mentioned entities.

16.00 Promotion of Employees

1. All permanent employees who have rendered 5 years of continuous service in the bank as clerks shall be promoted as Senior Clerks on seniority basis provided they had appeared and passed in the written test while joining the service of the bank.

2. Similarly junior clerks who have completed 4 years of continuous service in the bank shall be promoted as clerks on seniority basis provided they had appeared and passed in the written test while joining the service of the bank.

3. The condition for passing of written test shall not be applicable to Peons/Security Guards/Record Clerks who were/are promoted as clerks and they shall be

promoted to the post of Senior Clerk on completion of 5 years of continuous service as a clerk subject to satisfactory confidential report.

4. All Watchmen/Attenders/Junior Drivers shall be promoted as Security Guard/Peon/Driver respectively, on completion of 5 years of continuous service in the bank.

5. While fixing the basic salary of the promotee, if his/her basic salary is equal to or more than the starting salary in the new grade, he/she shall be given proper fixation in the new grade plus one increment.

17.00 Gratuity

Gratuity shall be paid to all employees as per the provisions of payment of Gratuity Act, 1972 and modifications thereof.

18.00 Loan Facilities

All permanent employees will be eligible for loan facilities at concessional rates as per schemes given in Annexure "A", "B", "C", & "D".

19.00 RE-Imbursement of Education Expenses

The bank shall re-imburse education expenses upto a maximum of Rs. 1000/- per year per child (not exceeding 2 children), to those employees whose children pass examinations from Jr. K.G. to Graduation. The employee shall have to give a simple declaration supported by proof of passing within 2 months from the date of declaration of results.

20.00 Uniform & Umhrella

All permanent employees in the cadre of Watchman/Attender/Junior Driver/Security Guard/Peon/Driver shall be provided the following once in 2 years :

1. Three sets of terrycot shirts and trousers of reputed Co.
2. Three sets of badges
3. One folding umbrella (Black Colour)
4. One pair of Black leather shoes

21.00 Festival Advance

All permanent employees are eligible to interest free festival advance of one month's gross salary (Basic + FDA + VDA), repayable in 10 equal monthly instalments.

Festival advance shall be granted only once during a calendar year, 15 days prior to any one festival as per the choice of the employee.

Fresh festival advance shall not be sanctioned in the same month of closing of earlier advance.

22.00 Financial Aid to the Next of KIN

If any employee of the bank dies while in service one days salary of each employee shall be contributed to the next of kin of the employee. An amount equal to the total of contribution of one day's salary by all employees shall be contributed by the bank.

23.00 Employment to Next of KIN

On death of a permanent employee whilst in service or retirement on superannuation or retirement on medical grounds, his/her son/daughter/spouse shall be, on compassionate grounds, given employment based on educational qualifications provided that the employee had put in at least 10 years of service in the bank.

In case the next of kin is a minor then the offer by the bank shall be kept open till the minor attains the age of majority or till completion of graduation, as may be necessary.

24.00 Age of Retirement

The age of retirement shall be 60 years for each of the existing permanent employees.

25.00 Reimbursement of Expenses During Training

Actual railway/Bus fare and local conveyance (Auto/taxi fare) from nearest railway station to training centre will be reimbursed to the employees deputed for training.

If the employees are deputed for outstation training, in addition to the above, employees shall be paid out of pocket expenses of Rs. 100 per day.

26.00 Stagnation Increments

Those employees who have reached/shall reach the end of their respective scale shall be given last drawn increment every year of stagnation in the new pay scales.

27.00 Retrospective Effect

The benefit of this settlement shall have retrospective effect, wherever applicable as per contents of the applicability clause mentioned in this settlement, from 01-04-2002 in respect of Basic pay, F.D.A., V.D.A., H.R.A., C.C.A., P.F., E.P.S., L.T.A. and Medical Aid. Arrears arising under this settlement shall be paid within 30 days from the date of signing the settlement. All other benefits, wherever applicable as per the contents of the applicability clause shall be effective from the date of signing of this agreement.

28.00 Working Hours

Total working hours for employees in the cadre of Record Clerk/Jr. Clerk/Clerk/Senior Clerk in all branches, Central Office and other establishments of the bank shall be 39.5 hours per week including half an hour break.

Duty hours of peons & attenders shall be 42.5 hours per week including half an hour break while employees in the category of Watchman/Jr. Driver/Security guard/driver and such other categories who may or may not be in uniform and engaged in outdoor, intermittent, safety and service functions are required to put in minimum of 45 hours duty per week including half an hour break.

General

An employee who is assigned duties with special allowance shall, subject to availability of time, perform routine duties of his/her cadre.

All work relating to calculation of interest on Loans and Deposits, monthly balancing of ledgers/records/transactions, recovery of loans, on-site inspection of borrowing account details, marketing of bank products/services, mobilisation of loans & deposits will form part of normal duty of the employees.

That as a consideration of the settlement, the bank and the employees of the bank shall, at all times, conduct themselves in constitutional manner in pursuit of their objectives through discussions with Management.

Applicability

1. The benefits of the settlement will be extended only to the permanent employees as well as to those who are appointed on probation including and upto the grade of Senior Clerks and who shall sign an undertaking at ANNEXURE "E" accepting the terms and conditions of this settlement signed by the Bank with nine Employees' Representatives in toto.

2. It is agreed by and between the parties that Rs. 250/- shall be collected from each and every employee who accept the benefits of the settlement and the same shall be remitted to the Joint Account held by the Employees Representatives.

3. It is agreed by and between the parties that once the benefits of this settlement are accepted, neither the employees directly nor anybody/any union/association/body of persons, claiming through them shall raise any additional or further demands during currency of this settlement.

4. The benefits and arrears arising out of this settlement shall be granted to the employees who give an undertaking accepting the terms and conditions of this settlement on or before 5th July, 2002 with the exception of those who are on sanctioned Leave during this period and who shall give the aforesaid undertaking within 10 working days of resuming duties after availing the said sanctioned leave.

5. Employees in the grade including and upto Senior Clerk, who give an undertaking accepting the terms and conditions of this settlement after 5th July, 2002 shall be entitled to draw benefits therefrom only prospectively and not retrospectively i.e. they shall not be entitled to claim the benefit of arrears for the period of this settlement prior to the date of giving undertaking accepting the terms and conditions of this settlement.

Development and progress of the Bank

The parties to the agreement agree that there is need to improve the working of the bank with regard to systems,

procedures and technology to remain in the forefront of the Co-operative banking industry, in the interests of the members, employees and the community at large.

To achieve this, the minimum that shall be ensured by each individual employee will be :

1. Each employee shall ensure that routine and day-to-day work of the bank is done in time. The day-to-day transactions are recorded and books of accounts/computerised databases are kept up-to-date and balanced regularly, as may be specified from time to time.
2. Each employee shall be regular and punctual in attendance, work with due care, and put in the required hours of work/perform duties consistent with his/her position and responsibility.
3. Each employee shall take all possible steps to protect the interests of the bank and discharge his/her duties with loyalty, devotion and diligence.
4. Each employee shall observe decorum and decency and uphold the dignity and reputation of the bank at all times.
5. Each employee shall promote the products and services of the bank to customers including prospective customers.

Personal Accident Policy

Personal accident policy covering all permanent employees taken out by the bank with "The New India Assurance Company Ltd." will be renewed with all the benefits covered under the existing policy.

General Clause

The memorandum of settlement shall be deemed to be consolidatory and exhaustive in respect of matters provided for therein. All earlier memorandum of settlements and agreements pertaining to wage, allowances, benefits, conditions of employment, recruitment, promotion and other allied items/matters pertaining to employees who are covered by this settlement, prior to the date of signing this memorandum of settlement stand annulled, repealed, repudiated, substituted and superseded by the present memorandum, which shall be treated as final and binding on all employees covered by this settlement.

For the purpose of this settlement, the term "EMPLOYEE/S" used in the memorandum of settlement shall mean and include the "WORKMEN" as defined under the Industrial Disputes Act, 1947.

Period of Settlement

This settlement shall remain in force from 1st April, 2002 to 31st March, 2005 and shall continue to be in force

till the same is terminated by either of the parties to the agreement.

Dated at Mumbai, this 30th Day of May, 2002.

Representing Employers

1. J. C. Suvarna
(Chairman)
 2. V. R. Kotian
(Vice Chairman)
 3. M. B. Kuckian
(Director)
 4. R. V. Salian
(Director)
 5. J. C. Poojary
(General Manager
& CEO)
 6. Anil Kumar R Amin
(Dy. General Manager)
- | | |
|------------------------|-------------------------|
| Representing Employees | I. Ramesh T. Poojari |
| 2. Santosh S Salian | 3. Girish A Salian |
| 4. Mahesh L Kuckian | 5. Shashidhar R Bangera |
| 6. Bharati A Suvarna | 7. Purnima Janardhan |
| | 8. Ashoka K Kuckian |
| | 9. Ashok L Kotian |

Loans = General Conditions

The general conditions mentioned hereunder shall be applicable to all loans unless otherwise specifically stated in the conditions mentioned under the respective loan heads.

1. The applicant and the surety shall become Nominal members of the bank if not already members.

2. Loans listed in the annexures (other than housing loan), can be availed only once during the period 1-4-2002 to 31-3-2005.

3. Loans may be availed immediately after repayment of existing loan either through regular instalment or in lump sum, subject to clause No. 2.

4. No employee can stand surety for more than 4 witness at any given time, out of which he/she cannot stand surety to more than 1 housing loan. However this could be relaxed by the sanctioning authority in deserving cases in consultation with the Loan Sub Committee.

5. The balance of loan and interest due thereon shall be repaid before retirement or before leaving the service for any reason whatsoever.

6. If the total loan and interest is not recovered in full on cessation of employment of the Borrower/Employee the same shall be recovered from the sureties unless they make good the deficiency.

7. In respect of employees who have availed personal/consumer loan during the period from 01-04-2002

till the date of signing the agreement, Personal/consumer loan may be sanctioned and disbursed after adjustment of outstanding balances in the existing personal/consumer loans.

8. No loan/advance including festival advance shall be sanctioned if the average total deductions of immediately preceding 6 months exceed 2/3rd of the average of gross total monthly salary and allowances of the employee.

9. All loans will be sanctioned subject to availability of loanable funds with the bank.

10. The entire loan amount alongwith interest accrued thereon shall be recalled if at any given time, it is noticed or observed that the loan amount is utilised for the purpose other than that stated in the loan application. In addition the employee(s) concerned shall be liable for disciplinary action by the bank in case of Housing & Vehicle Loans, for the above mentioned act(s)/event(s).

Annexure "A"

Personal Loan

Rules governing sanction of personal loans to the employees of the bank.

The bank may sanction personal loans to the permanent employees of the bank on the following terms and conditions :

Eligibility — After completion of 1 year of continuous service in the bank.

Quantum of — (a) Attender/Watchman/ Rs. 25,000/-
loan (Maximum Jr. Driver
Limit)

(b) Peon/Security Guard Rs. 45,000/-

(c) Jr. Clerk Rs. 30,000/-

(d) Record Clerk/Driver/ Rs. 50,000/-
Clerk/Clerk-cum-Typist/
Sr. Clerk Stenographer

Rate of Interest — 5% per annum

Repayment — 80 EMI or before employee attains age of Period retirement whichever is earlier.

Surety — One permanent employee

Purpose of Loan — Marriage of Self or dependent (brother Sister/Son/Daughter) or Repair of residential premises owned or resided by the employee or To meet medical expenses of self and/or dependents or For Repayment of Debts.

Conditions

1. The applicant shall furnish suitable declaration in support of purpose mentioned in the loan application.

Annexure "B"**Loan for purchase of Consumer durables**

Permanent employees are eligible to avail consumer loan in addition to Personal loan stipulated in Annexure "A" on the following terms and conditions :

Eligibility — On completion of 3 years of continuous service in the bank.

Quantum of — (a) Attender/Watchman/ Rs. 25,000/-
loan (Maximum Jr. Driver
Limit)

(b) Peon/Security Guard Rs. 40,000/-
(c) Jr. Clerk Rs. 30,000/-
(d) Record Clerk/Driver/ Rs. 45,000/-
Clerk, Clerk-cum-Typist/
Sr. Clerk Stenographer

OR

100% of proforma invoice whichever is lower.

Rate of Interest — 8% per annum

Repayment Period — 100 EMI or before employee attains age of retirement or such period as may be fixed while granting the loan, whichever is earlier.

Surety — One permanent employee

Purpose of Loan — Purchase of Consumer durables including gold ornaments, furnitures, computers and computer peripherals etc.

Conditions

1. Applicant shall furnish documentary proof supporting the purpose of loan.

2. Original bills of all such purchases shall be furnished immediately after purchase.

Annexure "C"**Housing Loan****Part – I**

The bank may sanction individual housing loans to the permanent employees on the following terms and conditions :

Purpose

The loan shall be available to eligible employees for acquiring residential accommodation on ownership basis, either a new flat or a flat on resale basis or for constructing a house on land, within Mumbai, Thane District, Raigad District or Karnataka State. The employee shall ordinarily acquire the flat/dwelling unit in a Registered Co-operative

Housing Society or proposed Co-operative Housing Society or under Apartment Act. The Loan shall be granted only for the purpose of purchase of the residential accommodation in which the employee would/shall reside/dwell.

Eligibility

On completion of 4 years of continuous service in the bank.

Loan Limit

The maximum amount of loan for the purpose of acquiring residential premises on ownership basis will be the lowest of the following :

(I) (a) Attenders/Watchmen/Peons/ Rs. 4,00,000/-
Security Guards

(b) Record Clerks/Drivers/Jr. Clerks/ Rs. 50,00,000/-
Clerks/Senior Clerk

(II) 100% of the cost of flat + stamp duty + Registration Fees.

Rate of Interest — 3.5% p.a.

Repayment

The loan shall be paid within 25 years in EMI or in such other lesser number of instalments as may be fixed at the time of sanctioning the loan, so that the entire amount of loan together with interest due thereon is repaid 3 months before retirement of the employee.

The entire loan with interest should be repaid by the employee before retirement and/or leaving service of the bank for any reason whatsoever. The balance of loan, if any outstanding, at the time of retirement/severance from the bank shall be adjusted from gratuity and other dues if any, payable to the employee concerned.

If the entire liability is not cleared even after adjusting gratuity and/or other dues payable to the employee the balance remaining unadjusted shall be repaid promptly by the sureties or the same shall be recovered from their salary.

Security

The title deed of the flat or tenement shall remain with the bank. Equitable mortgage shall be created in favour of the bank by the employee immediately while availing the loan at his/her cost. The purchase agreement shall be registered with the registrar of assurances on payment of requisite stamp duty as required under provisions of Registration Act. The employee/borrower shall assign life insurance policy and other collateral securities, the value of which shall not be less than 25 percent of the loan amount.

Surety

Two permanent employees of the bank.

Conditions

1. If both husband and wife are employed in the bank, then only one of them shall be eligible for Housing Loan. Flat shall be in the name of the employee(s) only and the employee shall reside/dwell in the said flat.
2. The employees availing loan shall submit documents which may be required by the bank for scrutiny of title and/or to create equitable mortgage.
3. The flat/tenement shall be the property of the bank till the loan together with interest is repaid fully and the mortgage is released by the bank.
4. Loan amount will be paid directly to the Builder/Housing Society or the Seller as the case may be, through DD/Pay order/Cheque. Under no circumstances shall the loan amount be disbursed in cash. In case a part amount has already been paid to the Builder/Seller by way of cheque, then on production of payment details (Cheque No./passbook of the employee etc.) and receipt of payment from the builder/seller the amount may be disbursed to the employee directly after obtaining written permission from loan dept.—Central Office.
5. The tenement/flat shall be insured in favour of the bank against risk of fire, riot, earthquake etc., and the policy shall be lodged with the bank. The borrower/employee shall ensure that the policy is renewed by paying premium regularly.
6. The employee shall declare in writing that he/she does not own any residential accommodation within the area of Greater Mumbai, Thane district and Raigad district if the tenement/flat is to be purchased in Maharashtra. If the dwelling unit is to be purchased in the state of Karnataka, the employee shall give the declaration in writing that he/she does not own any dwelling unit within the area of Karnataka.
7. The society/builder shall agree and permit the employee to execute an equitable mortgage of the flat in favour of the bank at his/her own cost.
8. The employee shall obtain previous permission in writing of the bank for transfer/sale/let-out of the flat while the loan amount is still outstanding. If permission is not given the flat/tenement shall not be transferred/sold or let out.
9. Without prejudice to the bank's right to take any action including disciplinary proceedings, the employee shall pay interest at the commercial rate as prescribed by the bank from time to time from the date of intimation by the bank to that effect on all outstanding balances on the happening of any one or more of the following events notwithstanding that the loan is repayable in EMI.

- a. The employee/society/building furnishes wrong, false or misleading information or certificate(s) or document(s) enabling sanction of loan.
- b. The loan facility is misused or utilised by the employee/Borrower for purpose other than that for which it is sanctioned.
- c. If any wilful default or breach is made in compliance with any of the provisions of these rules or of any undertaking document and conditions stipulated while sanctioning the loan.
- d. Refusal/default in execution of such undertaking/documents pursuant to the conditions stipulated at the time of sanctioning the loan.
- e. If the employee lets-out or transfers his/her flat/tenement without prior permission of the bank.
13. The employee/borrower shall abide by the terms and conditions stipulated while sanctioning the loan and rules if any for housing loans, which are in force.
14. Housing loan shall be sanctioned not more than 3 times, during the entire tenure of service of an employee with the bank.

15. Those employees who have already availed housing loan facility after 1-4-2002 shall be eligible for grant of incremental loan equivalent to the present loan entitlement minus last availed loan, provided, the aggregate amount of housing loan availed does not exceed the agreement value inclusive of stamp duty and registration charges paid to the builder(s) as per the agreement. Such incremental loan shall not be treated as an additional loan for the purpose stated in clause no. 14.

Additional conditions for second/third time loan/acquisition on resale basis

If an employee applies for loan for housing on second/third occasion the amount of loan admissible shall be the eligible amount less than amount of loan outstanding, including interest, on the loan availed earlier.

Application for second/third loan for purchase of flat/tenement on resale will be considered if it meets the following conditions :

- a. The flat/tenement proposed to be purchased he shall be within the limits of Greater Mumbai, Thane District, Raigad District and Karnataka state.
- b. If the flat/tenement proposed to be purchased on resale basis the building in which the flat is located shall be in stable condition and not older than 25-30 years.

- c. If the purchase of flat/tenement is a transfer from direct relatives (blood relation), then proper supporting papers shall be furnished to consider the grant of loan. Transfer/sale from direct relatives shall be subject to rigid conditions to ensure that the application for loan is not in disguise and is with ulterior motive and purpose.
- d. If an employee is considered to have committed moral turpitude while in the service of the bank, then no loan of any nature shall be considered and given. If the loan(s) is/are sanctioned the same shall be repaid immediately on demand without demur.
- e. Legal opinion, scrutiny, inspection, enquiry may be made before considering application for loan. The employee/borrower will bear all legal and incidental expenses as may be required.
- f. All existing loans shall be governed by these conditions and such other conditions which the board may deem it necessary to bring forward with the experience gained in administering the loans.

Housing Loan on Rental or Deposit Basis

Purpose

The bank may grant loans to the permanent employees to acquire residential accommodation on rental or deposit basis on the following terms and conditions :

Eligibility — Four years of continuous service in the bank.

Quantum of — Rs. 75,000/- or 15 times the gross monthly salary whichever is less.

Security — Agreement between the applicant borrower and the owner of the premises shall be deposited with the bank. The borrower shall furnish rent receipt and certified true copy of ration card within one month from the date of availing the loan.

Rate of Interest — 5% p. a.

Surety — Two permanent employees

Repayment period — 60 EMI.

Conditions

- a. The loan for accommodation or rental/deposit basis shall be disbursed to the owner of the premises through the applicant by Pay Order for which proper receipt

shall be obtained and given to the bank.

b. Prior permission from the bank shall be taken before vacating the premise during the subsistence of the loan.

c. The employee can apply and avail loan for rental/ deposit accommodation not more than 2 times during the entire tenure of his/her service with the bank.

d. An employee who has availed Rental Housing Loan will be eligible for ownership housing loan provided he/she repays the earlier loan in full together with accrued interest.

Annexure "D"

Vehicle Loan

The bank shall sanction vehicle loan to the permanent employees for purchase of new/second hand, two/four wheeler vehicle on the following terms and conditions :

Eligibility — 3 years of continuous service with the bank.

Quantum of — Rs. 50,000/- or 100% of cost of vehicle loan whichever is less.

Rate of Interest — 9% p. a.

Surety — One permanent employee of the bank.

Repayment period — 60 EMI or lesser instalments as may be fixed at the time of sanctioning the loan.

Conditions

1. If both husband and wife are employed in the bank then only one of them shall be eligible for Vehicle loan.

2. Vehicle shall not be used for commercial purpose.

3. The loan amount shall be paid directly to the Dealer or Seller by way of Pay Order/Demand Draft. Under no circumstances, the loan amount shall be disbursed in cash.

4. The vehicle shall be duly insured (comprehensive) in favour of the bank and the policy shall be lodged with the bank. The employee/borrower shall ensure that the policy is renewed by paying the premium regularly.

5. The vehicle shall be hypothecated in favour of the bank and shall remain the property of the bank till the loan together with the interest is repaid fully and the charge shall be released by the bank immediately on liquidation of the loan.

6. The employee shall obtain previous written permission of the bank for transfer/sale/letout of the vehicle

while the loan amount is still outstanding. If the permission is not given the vehicle shall not be transferred or sold or let out.

Annexure "E"

UNDERTAKING

I, _____, Staff No. _____, have read the settlement dated 30th May, 2002 signed by the Bank with the Staff/Employees Representatives selected by the employees unanimously at the meeting held on 11th May, 2002 at 6.30 p.m. at Sai Palace, 2nd floor, Asha Deep Bldg., Mahakali Caves Road, Andheri (East), Mumbai 400093, in respect of the charter of demands for the period from 1st April 2002 to 31st March 2005 and understood the terms and conditions of the said settlement. I am accepting the terms and conditions of the settlement voluntarily and willingly without any reservation and I may be given/extended the benefits of the said settlement.

(_____)

Mumbai

Dated :

नई दिल्ली, 28 जुलाई, 2004

का.आ. 1950.—केन्द्रीय सरकार एतद्वारा, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 39 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि संघ राज्य क्षेत्र चंडीगढ़ के संबंध में राज्य सरकार द्वारा उक्त अधिनियम की धारा 3, 10-क, धारा-12 की उप-धारा (5), धारा-17, 33-ख, धारा-34 की उप-धारा (1) और धारा 36-क के अन्तर्गत प्रयोग्य शक्तियां, चंडीगढ़ प्रशासन के श्रम (सचिव) द्वारा भी प्रयोग्य हों।

[सं० एस-11025/21/2003-आई. आर. (पी.एल.)]

जे. पी. पति, संयुक्त सचिव

New Delhi, the 28th July, 2004

S.O. 1950.—In exercise of the powers conferred by section 39 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby directs that the powers of the State Government in regard to the Union Territory of Chandigarh exercisable by it under section 3, 10-A, Sub-section (5) of section 12, sections 17, 33-B, Sub-section (1) of section 34 and 36-A of the said Act be exercisable also by the Secretary (Labour) of the Chandigarh Administration.

[No. S-11025/21/2003-IR (PL)]

J. P. PATI, Jt. Secy.

नई दिल्ली, 28 जुलाई, 2004

का.आ. 1951.—केन्द्रीय सरकार संतुष्ट हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (d) के उप-खण्ड (vi) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 511 दिनांक 19-2-2004 द्वारा भारत सरकार टक्साल, कोलकाता, मुम्बई, नोएडा, चेरलापल्ली (रंगारेडी) एवं हैदराबाद जो कि औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविस्ति 11 में शामिल है, को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 19-2-2004 से छ: मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छ: मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (d) के उप-खण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 19-8-2004 से छ: मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[फा. सं० एस-11017/2/2002-आई. आर. (पी.एल.)]

जे. पी. पति, संयुक्त सचिव

New Delhi, the 28th July, 2004

S.O. 1951.—Whereas the Central Government having been satisfied that the public interest so required that in pursuance of the provisions of sub-clause (vi) of the clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour S. O. No. 511 dated 19-2-2004 the service in India Government Mints, Kolkata/Noida/Mumbai/Hyderabad/Cherlapalli which is covered by item 11 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947) to be a public utility service for the purpose of the said Act. for a period of six months from the 19th February 2004.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months.

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act, for a period of six months from the 19th August, 2004.

[F. No. S-11017/2/2002-IR (PL)]

J. P. PATI, Jt. Secy.